နောက်ဆက်တွဲ (၁)

ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အတွင်းနိုင်ငံခြား
ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်ရန် ကမကထပြုသူ၏ ဆောင်ရွက်ရန်

အဆိုပြုချက်

PROPOSAL OF THE PROMOTER TO MAKE FOREIGN INVESTMENT IN THE UNION OF MYANMAR

MYANMAR C.P. LIVESTOCK COMPANY LIMITED

ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အတွင်း နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု ပြုလုပ်ရန် ကမကထပြုသူ၏ ဆောင်ရွက်ရန် အဆိုပြုချက်

PROPOSAL OF THE PROMOTER TO MAKE FOREIGN INVESTMENT IN THE UNION OF MYANMAR

တိကျမှန်ကန်

ရှိ သား ကြိုးစား ... ပြင့်နိုင်ငံတည်

... ဝန်ထမ်း ... ရမည်

ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ
မွေးမြူရေးနှင့်ရေလုပ်ငန်းဝန်ကြီးဌာန
မွေးမြူရေးအစားအစာနှင့်ထွက်ပစ္စည်းလုပ်ငန်း
ကွတ်တာနယ်လမ်း၊ အင်းစိန်မြို့နယ်။

စာအမှတ်၊ ညကမ - ၂/ (၄၅၇/၉၆)
ရက်စွဲ၊ ၁၉၉၆ ခုနှစ်၊ ဒီဇင်ဘာလ ✓ ရက်

အကြောင်းအရာ။ <u>ထိုင်းနိုင်ငံ Bangkok Livestock Processing Co.,Ltd. ၏ ရာနိုင်နှုန်းပြည့်ရင်းနှီးမြှုပ်နှံမှုအဆိုပြုချက် တင်ပြခြင်းကိစ္စ</u>

ထိုင်းနိုင်ငံ Bangkok Livestock Processing Co., Ltd. မှ မြန်မာနိုင်ငံတွင်ကြက် မွေးမြူရေးလုပ်ငန်း၊ ကြက်ဥဖောက်စက်လုပ်ငန်းနှင့်တိရစ္ဆာန် အစာထုတ်လုပ်ရေးလုပ်ငန်းတို့တွင်ရာနိုင်နှုန်းပြည့်ရင်းနှီးမြှုပ်နှံရန်အဆိုပြုခြင်း နှင့်စပ်လျဉ်း၍အစိုးရအဖွဲ့သို့တင်ပြမည့်အမှာစာ (၂၇) စုံကိုလိုအပ်သကဲ့သို့အရေးယူ ဆောင်ရွက်နိုင်ပါရန်ပူးတွဲပေးပို့အပ်ပါသည်။

<u>ပူးတွဲပါ (၂၇) စုံ</u>

ဦးဆောင်ညွှန်ကြားရေးမှူး (ကိုယ်စား)
(သိန်းဇော်၊ ဒုတိယအထွေထွေမန်နေဂျာ)

<u>မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်ရုံး</u>

မိတ္တူကို-

- ရုံးလက်ခံစာတွဲ။
- မျှောစာတွဲ။

နီ/ * *

စာအမှတ်........
ရက်စွဲ........
ဦးဆောင်ညွှန်ကြားရေးမှူးရုံး

တိကျ မှန် မြန်

ကြိုးစား လုပ်အားဖြင့်နိုင်ငံတည်

ဝန်ထမ်းပီသသည့်ပါတီနိုင်ငံရေးနှင့်ကင်းရှင်းရမည်

ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ
မွေးမြူရေးနှင့်ရေလုပ်ငန်းဝန်ကြီးဌာန
မွေးမြူရေးအစားအစာနှင့်နို့ထွက်ပစ္စည်းလုပ်ငန်း
ထူပါရုံလမ်း၊ အင်းစိန်မြို့နယ်

စာအမှတ်၊ ညတမ-၂/ (၄၄၆/၉၆)
ရက်စွဲ ၊ ၁၉၉၆ ခုနှစ်၊ နိုဝင်ဘာလ ၂၆ ရက်

အကြောင်းအရာ။ <u>ထိုင်းနိုင်ငံ Bangkok Livestock Processing Co.,Ltd. ၏ ရာခိုင်နှုန်းပြည့်ရင်းနှီးမြှုပ်နှံမှုအဆိုပြုချက်တင်ပြခြင်းကိစ္စ</u>

ထိုင်းနိုင်ငံ Bangkok Livestock Processing Co., Ltd. မှ မြန်မာနိုင်ငံတွင်ကြက်မွေးမြူရေးလုပ်ငန်း၊ ကြက်ဥဖေါက်စက်လုပ်ငန်းနှင့်တိရစ္ဆာန်အစာထုတ်လုပ်ရေးလုပ်ငန်းဆိုင်ရာများကိုရာခိုင်နှုန်းပြည့်ရင်းနှီးမြှုပ်နှံရန်အဆိုပြုခြင်းနှင့်စပ်လျဉ်း၍ ပျဉ်းမပင်မြေနေရာငှားရမ်းခအတွက်မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ (၂၂-၁၁-၉၆) ရက်နေ့ (၁၉/၉၆) ကြိမ်မြောက်ကြိုတင်ညှိနှိုင်းအစည်းအဝေးမှသတ်မှတ်ချက်အပေါ် Bangkok Livestock Processing Co., Ltd. မှတင်ပြလာသောစာကိုလိုအပ်သကဲ့သို့အရေးယူဆောင်ရွက်နိုင်ပါရန်ပူးတွဲပေးပို့အပ်ပါသည်။

<u>ပူးတွဲပါ (၁၅) စုံ</u>

ဦးဆောင်ညွှန်ကြားရေးမှူး (ကိုယ်စား)
(သိန်းဇော်၊ ဒုတိယအထွေထွေမန်နေဂျာ)

<u>မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်</u>

မိတ္တူကို -
- ရုံးလက်ခံစာတွဲ
- မျှောစာတွဲ

ဥ*****

ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ

တိကျ၊မှန်မြန်

မွေးမြူရေး နှင့် ရေလု[illegible]

[illegible] ကြိုးကြိုးစား [illegible] ဖြင့်နိုင်ငံတည်

မွေးမြူရေး၊ အစား [illegible] ရှင်းရမည်

စာအမှတ်၊ ညကမ- ၂/ (၄၂၁ /၉၆)

ရက်စွဲ ၊ ၁၉၉၆ ခုနှစ်၊နိုဝင်ဘာလ ၆ ရက်

အကြောင်းအရာ။ **Bangkok Livestock Processing Co, Ltd ၏ မှ ရာသိုင်နှန်းပြည့်ရင်းနှီးမြှုပ်နှံရန်အဆိုပြုတင်ပြခြင်း၊**

၁။ ထိုင်းနိုင်ငံ C P Group ၏ Bangkok Livestock Processing Co,Ltd. မှမြန်မာနိုင်ငံတွင်မျိုးကြက်များ မွေးမြူထုတ်လုပ်ခြင်း လုပ်ငန်း ကိုရာသိုင်နှုန်းပြည့် ရင်းနှီးမြှုပ်နှံရန်အဆိုပြုလွှာ Proposal of Promoter ကို၎င်းလုပ်ငန်း မှ တစ်ဆင့်မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့တင်ပြရန် (၁၅-၁၀-၉၆) ရက် နေ့တွင်အဆိုပြု ပေးပို့ခဲ့ပါသည်။

၂။ Bangkok Processing Co, Ltd. အနေဖြင့်မျိုးကြက်မွေးမြူ ထုတ်လုပ်ခြင်းလုပ်ငန်း ကို ဆောင်ရွက်နိုင်ရန်၎င်းလုပ်ငန်း ပိုင်ငါးဆူတောင်ရှိ မြေ (၅၅) ဧကကိုမျိုးကြက်မွေးမြူရေး နှင့်ကြက်ဥ ဖေါက်စက်လုပ်ငန်း အတွက်လည်းကောင်း၊ ပျဉ်းမပင်ရှိ မြေ (၁၀) ဧကကိုအစာစပ်စက်ရုံလုပ်ငန်း အတွက်လည်း ကောင်း ငှားရမ်း ဆောင်ရွက်မည်ဖြစ်ပြီး၊ ထိုသို့ငှားရမ်း၍မျိုးကြက်မွေးမြူထုတ်လုပ်ခြင်း လုပ်ငန်းကိုထိုင်းနိုင်ငံ Bangkok Processing Co, Ltd. မှရာနှုန်းပြည့် ရင်းနှီးမြှုပ်နှံ၍လုပ်ငန်းများ ဆောင်ရွက်ရန်အဆိုပြုချက်ကို မွေးမြူရေး နှင့် ရေ လုပ်ငန်း ဝန်ကြီး ဌာနမှ မူအားဖြင့်သဘောတူခွင့်ပြုခဲ့ပါသည်။ <u>နောက်ဆက်တွဲ (က)</u>

၃။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ (၅) (က) အရမြန်မာနိုင်ငံ တွင်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုကိုနိုင်ငံခြားသားကရာနှုန်းပြည့်နိုင်ငံခြား ငွေ မတည်ငွေရင်းဖြင့်ပြုလုပ်မည်ဖြစ်၍ကမကထပြုသူ Bangkok Processing Co, Ltd. နှင့် မွေးမြူရေး နှင့် ရေလုပ်ငန်း ဝန်ကြီး ဌာနကိုယ်စား မွေးမြူရေး၊အစားအစာ နှင့်နို့ထွက်ပစ္စည်း လုပ်ငန်း မှပဋိညာဉ်စာချုပ် ကိုလက်မှတ် ရေးထိုး မည်ဖြစ်ပါသည် ။

၄။ Bangkok Processing Co, Ltd. ၏အဆိုပြုလွှာ Proposal of Promoter ပါအဓိကအချက်များကို အောက်ပါအတိုင်း ကောက်နှုတ်တင်ပြအပ်ပါသည်-

(က) ကုမ္ပဏီအမည်။ Myanmar C P Livestock Co, Ltd.

(ခ) အဓိကလုပ်ငန်းများ။ တိရစ္ဆာန်အစာစပ်စက်ရုံတည်ဆောက်၍လုပ်ငန်းများ ဆောင်ရွက်ခြင်း၊ မျိုးကြက်များ မွေးမြူခြင်း၊ ကြက်ဥဖေါက်စက်လုပ်ငန်း မှ ရက်သားကြက်ငယ်များ ထုတ်လုပ်ခြင်း နှင့် မွေးဖက်မွေးမြူခြင်း (Contract Farming) များ တွင်ရင်းနှီးမြှုပ်နှံရန်၊

(ဂ) မတည်ရင်းနှီးငွေ။ ကျပ်(၅၆.၉၅၂) သန်း

(ဃ) ပြည်ပမှသယ်ယူလာမည့်နိုင်ငံခြားငွေ။ (၁) BLPC USD ၂.၄၀၀သန်း

(၂)ချေးငွေ USD ၇.၀၉၂သန်း

ပေါင်း USD ၉.၄၉၂သန်း

(င) စီမံကိန်းကာလ။ (၁၅) နှစ်၊ထပ်တိုး(၅) နှစ်(၂)ကြိမ်စုစုပေါင်း (၂၅) နှစ်

(စ) ထုတ်လုပ်မှု။

ထုတ်လုပ်မှု	ပထမနှစ်	ဒုတိယနှစ်	တတိယနှစ်	စတုတ္ထနှစ်	ပဉ္စမနှစ်မှစ၍
(၁)တိရစ္ဆာန်အစာ (တန်)	၂၀၀၀၀	၅၀၀၀၀	၇၂၀၀၀	၇၂၀၀၀	၇၂၀၀၀
(၂)ရက်သားကြက် (ကောင်)(ထောင်ပေါင်း)	၃၀၄၀	၉၀၂၀	၁၄၀၆၀	၁၄၀၆၀	၁၄၀၆၀
(၃)အသားစားကြက်	၁၂၆၀	၅၀၇၀	၇၉၃၀	၇၉၃၀	၇၉၃၀

(ဆ) အရှုံး/အမြတ်အခြေအနေ။ Myanmar C P Livestock Co, Ltd. အနေဖြင့် စီမံကိန်း၏ဒုတိယနှစ်အထိအရှုံးဖြစ်ပေါ်မည်ဖြစ်ပြီး၊ စီမံကိန်း၏တတိယနှစ်မှစ၍နှစ်စဉ်အမြတ်ရရှိလာမည်ဖြစ်ပါသည်။ စီမံကိန်း၏၁၆နှစ်မှစ၍ Fully Operational ဖြစ်ပြီးနှစ်စဉ်အမေရိကန်ဒေါ်လာ (၃.၀၂၅) သန်းအမြတ်ရရှိမည်ဖြစ်ပါသည်။

(ဇ) <u>အရင်းကျေမည့်ကာလ။</u> (၁၁) နှစ်၊ (၉) လ

၅။ Bangkok Livestock Processing Co,Ltd. အနေဖြင့်မြန်မာနိုင်ငံတွင် ရာနှုန်းပြည့် ရင်းနှီးမြှုပ်နှံရန်လိုအပ်သော ပဋိညာဉ်စာချုပ်နှင့် မြေငှားရမ်းခွင့်သဘောတူစာချုပ် တို့ကို ရှေ့နေချုပ်ရုံးသို့တင်ပြ၍ စိစစ်ခဲ့ပြီး ရှေ့နေချုပ်ရုံး၏ သဘောထားမှတ်ချက်ဖြင့်ပြင်ဆင်ခဲ့ပြီး ဖြစ်သည့်အပြင်၊ မြေငှားရမ်းခများနှင့် စပ်လျဉ်း၍ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏လမ်းညွှန်ချက်ဖြစ်သော ကြက်ဥဖေါက်စက်လုပ်ငန်းအတွက် (၁) စတုရန်းမီတာလျှင်အမေရိကန်ဒေါ်လာ (၂) ဒေါ်လာနှုန်းဖြင့်လည်းကောင်း၊ ကြက်မွေးမြူရေးလုပ်ငန်းကို (၁) စတုရန်းမီတာလျှင်အမေရိကန်ဒေါ်လာ (၀.၅) ဒေါ်လာနှုန်းဖြင့်လည်းကောင်း၊ မြေငှားခနှုန်းကို (၅) နှစ်လျှင်တစ်ကြိမ် (၁၅%) ထက်မပိုသောနှုန်းဖြင့်ထပ်မံတိုးမြှင့်ပေးရန်လည်းကောင်း၊ မြေငှားရမ်းမည့်ကာလကို (၁၅) နှစ်နောက်ထပ် (၅) နှစ် (၂) ကြိမ်တိုးမြှင့်သွားရန်ကိုလည်းကောင်း Bangkok Livestock Processing Co,Ltd. အနေဖြင့်ပြင်ဆင်ဖေါ်ပြထားကြောင်း စိစစ်တွေ့ရှိရပါသည်။ ယင်းအပြင် အဆိုပြုလွှာတွင်ဖျဉ်းမပင်ရှိမြေ (၁၀) ဧကကိုလည်း တစ်နှစ်လျှင် (၁) စတုရန်းမီတာအတွက်အမေရိကန်ဒေါ်လာ (၂) ဒေါ်လာနှုန်းဖြင့်ငှားရမ်းရန်ကိုလည်း ထည့်သွင်းဖေါ်ပြထားကြောင်း တွေ့ရှိရပါသည်။

၆။ ပြည်ထောင်စုမြန်မာနိုင်ငံတော်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု ဥပဒေဆိုင်ရာလုပ်ထုံးလုပ်နည်းများအခန်း (၁၀) ပါအခွန်ကင်းလွတ်ခွင့်နှင့်သက်သာခွင့်များ ရရှိရေးနှင့် Bangkok Livestock Processing Co,Ltd. ၏ရာနှုန်းပြည့် ရင်းနှီးမြှုပ်နှံမှုအတွက်အဆိုပြုလွှာ Proposal of Promoter ကိုမြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့ဆက်လက်တင်ပြနိုင်ပါရန်အဆိုပြုလွှာ (ဇ၅) ကိုပူးတွဲတင်ပြအပ်ပါသည်။

ဦးဆောင်ညွှန်ကြားရေးမှူး (ကိုယ်စား)
(သိန်းဇော်၊ ဒုတိယအထွေထွေမန်နေဂျာ)

<u>မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်ရုံး</u>

မိ တ္တူ ကို -

- ရုံး အဖွဲ့မှူး ၊ မွေးမြူရေး နှင့် ရေလုပ်ငန်း ဝန်ကြီး ဌာန
- ညွှန်ကြား ရေး မှူး ချုပ်၊ စီမံကိန်း နှင့် စာရင်း အင်း ဦး စီး ဌာန
- ရုံး လက်ခံ စာတွဲ
- မျှော စာတွဲ

ဂျ* * * * *

ပြည်ထောင်စုမြန်မာနိုင်ငံတော်အစိုးရ
မွေးမြူရေးနှင့် ရေလုပ်ငန်းဝန်ကြီးဌာန
ဝန်ကြီးရုံး

<u>နောက်ဆက်တွဲ(က)</u>

စာအမှတ်၊ ၁/၂၀၀(ခ)/၇၀၀၃/စမြ
ရက်စွဲ၊ ၁၉၉၆ ခုနှစ်၊ နိုဝင်ဘာလ ၇ ရက်

အကြောင်းအရာ။ <u>Bangkok Livestock Processing Co, Ltd.မှ ရာဘိုင်နှမ်းပြည့် ရင်းနှီးမြှုပ်နှံရန် အဆိုပြုတင်ပြခြင်း</u>

ရည်ညွှန်းချက်။ မွေးမြူရေး၊ အစားအစာနှင့် နို့ထွက်ပစ္စည်းလုပ်ငန်း၏ (၁၇-၁၀-၉၆) ရက်စွဲပါစာအမှတ်၊ ညကမ-၂/(၄၀၃/၉၆)

၁။ ထိုင်းနိုင်ငံ Bangkok Livestock Processing Co, Ltd. သည် မြန်မာနိုင်ငံတွင် Myanmar C.P Livestock Co, Ltd. ကိုဖွဲ့စည်း၍ ရာဘိုင်နှမ်းပြည့် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုလုပ်ကိုင်ရန်၊ မွေးမြူရေး၊ အစားအစာနှင့် နို့ထွက်ပစ္စည်းလုပ်ငန်းပိုင် ငါးဆူတောင်စခန်းမှ မြေဧက(၅၅)ဧကနှင့် ပျဉ်းမပင်ကြက်မွေးမြူရေးခြံအတွင်းရှိ လွတ်နေသောမြေနေရာကို ငှါးရမ်းလုပ်ကိုင်ရန်အတွက် အဆိုပြုလွှာ(မူကြမ်း)ကို မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်သို့ တင်ပြနိုင်ရေး စီစဉ်ဆောင်ရွက်ပေးပါရန် မွေးမြူရေး၊ အစားအစာနှင့် နို့ထွက်ပစ္စည်းလုပ်ငန်းမှ ရည်ညွှန်းပါစာဖြင့် တင်ပြလာပါသည်။

၂။ အဆိုပါစီမံကိန်းလုပ်ကိုင်ခြင်းဖြင့် နိုင်ငံတော်၏ အသားကဏ္ဍဖွံ့ဖြိုးတိုးတက်မှုဆိုင်ရာ ကြက်မွေးမြူရေးလုပ်ငန်းနှင့် တိရစ္ဆာန်ထွက်ပစ္စည်းတိုးတက်ထုတ်လုပ်မှုအားအထောက်အကူဖြစ်စေမည့်အပြင် မွေးမြူရေး၊ အစားအစာနှင့် နို့ထွက်ပစ္စည်းလုပ်ငန်းအနေဖြင့် နှစ်စဉ်မြေငှါးရမ်းခနှင့် စီမံအုပ်ချုပ်မှုစရိတ်များအတွက် ရရှိမည်ဖြစ်သဖြင့် Myanmar C.P Livestock Co, Ltd. မှ

ရာနိုင်နှုန်းဖြင့် ရင်းနှီးမြှုပ်နှံမှုဆောင်ရွက်ရန်အဆိုပြုချက်အား မူအားဖြင့် သဘောတူလက်ခံပါကြောင်းနှင့် ကမကထပြုသူ မွေးမြူရေး၊ အစားအစာ နှင့် နို့ထွက်ပစ္စည်းလုပ်ငန်းအနေဖြင့် အောက်ပါအချက်များအား စိစစ်ညှိနှိုင်း မှုများပြုလုပ်ပြီး ပါက လုပ်ထုံးလုပ်နည်းနှင့်အညီ မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်သို့ တင်ပြ ခွင့်ပြုချက် ရယူသွားပါရန် အကြောင်းကြားအပ်ပါသည် -

(က) မွေးမြူရေး၊ အစားအစာနှင့်နို့ထွက်ပစ္စည်းလုပ်ငန်းအနေဖြင့် အစာစပ်စက်ရုံတည်ဆောက်ရေးအတွက် မြေနေရာကို မူဦးမပင် နှင့်ငှါးရမ်းနိုင်ရေးကိုစီစဉ်ဆောင်ရွက်ပေးရန်၊

(ခ) အစာစပ်စက်ရုံတည်ဆောက်ရေးအတွက် မြေနေရာအကျယ်အဝန်း နှင့်တည်နေရာပြောင်းလဲမှုနှင့်ပတ်သက်၍ ရှေ့နေချုပ်ရုံးသို့ Amendment to the Contract and Lease Agreement ကိုပေးပို့ သဘောထားမှတ်ချက် ရယူရန်၊

ဒုတိယဝန်ကြီး (ကိုယ်စား)
(သံဒိုင်၊ ဒုတိယညွှန်ကြားရေးမှူး)

<u>ဦးဆောင်ညွှန်ကြားရေးမှူး၊</u>
<u>မွေးမြူရေး၊ အစားအစာနှင့်နို့ထွက်ပစ္စည်းလုပ်ငန်း</u>

မိတ္တူကို -

(၁) ရုံးအဖွဲ့မှူး၊
မွေးမြူရေးနှင့်ရေလုပ်ငန်းဝန်ကြီးဌာန

(၂) ညွှန်ကြားရေးမှူးချုပ်၊
စီမံကိန်းနှင့်စာရင်းအင်းဦးစီးဌာန

28 ก.ย. 2539

The Chairman
Myanmar Investment Commission,
Government of the Union of Myanmar

Date : , 1996
Ref :

Sir

Reference :PRESENTATION OF PROPOSAL FOR 100 % FOREIGN INVESTMENT IN THE UNION OF MYANMAR.

We have pleasure and honor to inform you that a Foreign Company of 100 % foreign investment by the name of MYANMAR C.P.LIVESTOCK COMPANY LIMITED desires to obtain an "Investment Permit" under the Union of Myanmar Foreign Investment Law, to incorporate under Myanmar Companies Act; and to have shareholdings of 100% stake by Bangkok Livestock Processing Company Limited that incorporated in Thailand.

The Myanmar C.P.Livestock Company Limited's Memorandum of Association contains an objective to establish the business of Feedmill, Breeding and Contract Farming; and with the objective in view, we hereby present the proposal to operate the business of Feedmill, Animal Feed, Breeder Farm, Hatchery Farm and Contract Farming at Ngasutaung and Pyin Ma Bin Land which are leased from the Livestock, Feedstuff and Milk Product Enterprise, Ministry of Livestock Breeding and Fisheries. We have made a detailed account of our project in the attached project profile, together with financial projections which are based on realistic and factual forecasts and studies.

For the purpose of above application, we submit herewith the Proposal of the Promoter to make Foreign Investment in the Union of Myanmar, together with relevant supporting documents, for the Commission's consideration.

We trust the above would meet your requirements and and we hope that the Myanmar Investment Commission will give favorable consideration to our application as well as grant us the Investment Permit and Tax Exemption and Relief together with other rights and privileges in accordance with Union of Myanmar Foreign Investment Law.

We have the honour to apply for exemption of commerical tax on import, export and domestic sales in addition to all the tax exemptions and reliefs allowed as per Section 21 of the Union of Myanmar Foreign Investment Law.

We shall abide by the Laws, Rules, Notifications and Regulations of the Union of Myanmar with due regard for the development of the Union of Myanmar. In support of our proposal, we enclose necessary documents to be envisaged by your goodselves.

Enclosures:

- A Copy of permit of the Ministry of Livestock Breeding and Fisheries.
- Proposal Form (1) of the Promoter to make Foreign Investment in the Union of Myanmar.
- Exhibits attached to the Proposal Form.
- Draft Contract with Livestock, Feedstuff and Milk Product Enterprise, Ministry of Livestock Breeding and Fisheries.
- Draft Leased Agreement.
- Location Map.
- Letter from Attorney General Office.
- Memorandum and Articles of Association of Myanmar C.P. Livestock Company Limited.
- Bank Recommendations as to Financial Standings.
- Audited Balance Sheets and Profit and Loss Accounts of 1994-95.

We hope that we shall accomplish the project as early as possible within the target time schedule and hereby guarantee our sincerity, competence and sound financial standing to bring success to the industrial life of the Union of Myanmar.

Yours faithfully,

BANGKOK LIVESTOCK PROCESSING CO. LTD.

(ADIREK SRIPRATAK)
(PRESIDENT)
BANGKOK LIVESTOCK PROCESSING CO.,LTD
BANGKOK, THAILAND.

บริษัท กรุงเทพค้าสัตว์ จำกัด
Bangkok Livestock Processing Co.,Ltd.

Managing Director
Livestock, Feedstuff and Milk Product Enterprise
Ministry of Livestock Breeding and Fisheries,
Union of Myanmar

Date : November 25, 1996

Subject to : Confirmation of the proposal

Refer to : The Proposal of 100 % Foreign Investment of Bangkok Livestock Processing Company Limited, under registered name of Myanmar C.P. Livestock Company Limited, affiliated company of C.P.Group, Thailand.

Your honour,

According to your meeting on Friday 22nd , November 1996, we would like to inform your honour that we agree with the resolution of the leasing price of land for Feedmill, located at Pyin Ma Bin, quoted at US$ 3.0 per sqm. per year, with the escalation rate of not more than 15 % (fifteen percent) of the preceeding annual rent for every five term of lease period.

Thank you very much for your kind concern in this project.

Respectively Yours,

(Sittipan Soontornkul)
Manager
Myanmar C.P.Livestock Enterprise Company Limited

528/8-11 ถนนสุขุมวิท 22 แขวงคลองตัน เขตคลองเตย กรุงเทพฯ 10110 โทร. 2580030-44 โทรสาร: 259-8908 เทเล็กซ์: 81037 BLP TH
528/8-11 Sukhumvit Soi 22 Klongtoey Bangkok 10110 Tel 2580030-44 Fax : 259-8908 Telex : 81037 BLP TH

FORM (1)

PROPOSAL OF THE PROMOTER TO MAKE FOREIGN INVESTMENT IN THE UNION OF MYANMAR

The Chairman,
Union of Myanmar Investment Commission,
Yangon,
Union of Myanmar.

Reference No.
Date 6. 11. 96

We wish to make investment in the Union of Myanmar in accordance with the Union of Myanmar Foreign Investment Commission Law, and we herewith apply for permission furnishing the following particulars.

1. Promoter's-

(a) Name	: Mr. Adirek Sripratak
(b) Father's Name	: Mr.Hong Sripratak
(c) National Registration Card No.	: Passport No. C 172327
(d) Citizenship	: Thai
(e) Address	: 3133/27 Sukhumvit 101/2, Bang-nga, Prakhanong, Bangkok, Thailand.
(f) Name of Principle Organization	: **Bangkok Livestock Processing Company Limited**
(g) Type of Business	: Poultry Integration and Food Processing Business
(h) Place of Organization	: 528/2-11 Sukhumvit 22, Klongton, klongtoey, Bangkok 10110, Thailand.
(i) Place of incorporation	: Bangkok, Thailand.

2. If investment is to be made by Joint Venture, the particulars of the persons wishing to participate in the Joint Venture with the promoter:

(a) Name	: -
(b) Father's Name	: -
(c) Passport No.	: -
(d) Citizenship	: -
(e) Address	: -
	-
(f) Name of Principle Organization	: -
(g) Type of Business	: -
(h) Place of Organization	: -
	-
(i) Place of incorporation	: -

3. Type of Business in which investment is to made:
(a) Production : Feedmill, Breeder Farm, Hatchery Farm, Contract Farming.
(b)Services : -

4. Form of Economic Organization:
(a) Sole proprietorship : N.A.
(b) Partnership : N.A
(c) Limited Company : **Myanmar C.P Livestock Company Limited**
(List Exhibit " I " enclosed.)

5. If the organization is in the form of a Partnership:
(a) Capital ratio and amount to be contributed by the partnership : N.A
(b) Profit sharing ratio : N.A
(c) Rights and Liabilities of partners : N.A

6. If the Organization is in the form of a Limited Company:
(a) Authorized Capital : Ks.56,952,000 (Kyats fifty six million and nine hundred and fifty two thousand only)

(b) Type of shares :Ordinary share of Ks 10,000each

(c) Share Capital to be subscribed by the shareholders:

	US$(Million)	**% of Capital**
Bangkok Livestock Processing Co.,Ltd	1.40	100%
	1.40	100%

7. Particulars relating to the organization in which investment is to be made:

(a) Amount of Capital-

		Equity US$	**Loan US$**	**Total US$**
(i)	Amount of Local Capital to be contributed:	-	-	-
(ii)	Amount of Foreign Capital to be brought in:	1,400,000	8,092,000	9,492,000
	Total	1,400,000	8,092,000	9,492,000

(b) Amount of Foreign Capital to be brought in:

		Equity US$	**Loan US$**	**Total US$**
(i)	Foreign Currency	180,000	2,352,000	2,532,000
(ii)	Others	1,220,000	5,740,000	6,960,000
	Total	1,400,000	8,092,000	9,492,000

(c)	Period for bringing in the items mentioned in sub-paragraph(b):	: Within (24) Months from the date of acquiring M.I.C Permit and the Incorporation Certificate.
(d)	Proposed duration of investment	: (25) years, initially fifteen (15)years, and renewable for another 2 terms of 5 years each.
(e)	Construction Period	: 24 Months
(f)	Commencement of construction	: Within three months after incorporation of Company.

8. Particulars relating to the proposed economic organization:

(a)	Type of business	: Feedmill, Breeder Farm, Hatchery Farm, Contract Farming .
(b)	Proposed place(s) at which	: - Union of Myanmar.
(c)	Technique of operation	: Highly Mechancial Feed Production.
(d)	Annual fuel requirement	: Petrol Oil 30000 gals Diesel Oil 50000 gals Lubricant etc 500 gals
(e)	Annual electricity requirement	: Feedmill Machine 1500 KVA Breeder Farm Machine 350 KVA Hatchery Farm 500 KVA
(f)	Annual water requirement	: 15000 Cubic Meter
(g)	Annual equipment/raw materials requirement Local purchase	: Exhibit No.II (A)
(h)	Building requirement	: Feedmill : 10 Acres. Breeder Farm : 50 Acres . Hatchery Farm : 5 Acres .
(i)	Type of land and area requirememt	: Government Land, Livestock, Feedstuff and Milk Product Enterprise. (65)Acres or approximately 262,600 Sq M.
(j)	Goods to be produced/ services to be rendered	: Exhibit No.III
(k)	System of sales	: Initially sales on domestic market.

9. Details of foreign capital to be brought in: (US $ In Thousand)

	EQUITY	LOAN	TOTAL
(a)Foreign currency	180	2,352	2,532
(b)Value of Machineries and Equipment etc (Exhibit No.IV)	1,220	5,740	6,960
(c)Value of raw materials and other similar materials	-	-	-
(d)Value of rights which can be evaluated, such as licence, mark, patent rights etc.	-	-	-
(e)Value of technical know-how	-	-	-
Total	1,400	8,092	9,492

10. Details of Local Capital to be contributed: (Kyats In Thousand)

	Kyat
(a) Amount of Cash	-
(b) Value of machineries, equipment	-
(c) Buildings/Land	-
(d) Value of Furniture, Office Equipment	-
(e) Value of Raw Materials	-
Total	-

11. Particulars relating to annual production / services-

(a) Type and value of foreign exchange required : Exhibit No II(B)

(b) Amount of foreign exchange to be received : Exhibit No III

(c) Amount of working capital requirement in Kyats : Exhibit No V

(d) Value of exportable goods / services : Exhibit No III

(e) Value of annual sale of goods / services : Exhibit No III

12. List of personal required for the proposed economic organization:

(a) Local personnel required : Exhibit No VI

(b) Foreign experts and technicians required : Exhibit No VI

13. Particulars relating to economic justification:

(a) Annual income : Exhibit No VII

(b) Annual expenditure : Exhibit No VII

(c) Annual net proift : Exhibit No VII

(d) Yearly investments : Exhibit No VIII

(e) Recoupment period : Exhibit No IX / X

(f) Other benefits : Exhibit No XI

(g) Prospects of employment opportunities / local and foreign market conditions / foreign exchange savings : (134)new jobs will be created, Exhibit No. VI

14. Supporting documents for the proposal:

(a) Draft Contract : Herewith submitted

(b) Reference for the business and financial standing : Herewith submitted

(c) Draft of Memorandum of Association and Articles of Association. : Herewith submitted

Signature: ....

Name: :.Mr. Adirek Sripratak

Designation :.President

Bangkok Livestock Processing Co.,Ltd

C.P Group, Thailand.

PROPOSAL FORM (1) RE-ITEM 8 (g)
ANNUAL RAW MATERIALS REQUIREMENT

Exhibit No. II (A)

Sr.		Particulars	A/U	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6 to 20
1		RAW MATERIALS							
	1	Carbohydrate	tons	15120	37800	54430	54430	54430	54430
	2	Protein	tons	4830	12075	17390	17390	17390	17390
	3	Minerals and Vitamins	tons	1050	2625	3780	3780	3780	3780
2	A	PURCHASE QUANTITY							
	1	Carbohydrate	tons	15120	37800	54430	54430	54430	54430
	2	Protein	tons	4830	12075	17390	17390	17390	17390
	3	Minerals and Vitamins	tons	1050	2625	3780	3780	3780	3780
3	A	PURCHASE PRICE							
	1	Carbohydrate	US$/ton	235	245	245	245	245	245
	2	Protein	US$/ton	235	245	245	245	245	245
	3	Minerals and Vitamins	US$/ton	235	245	245	245	245	245
4	A	PURCHASE VALUE							
	1	Carbohydrate	US$ 000	3553	9261	13335	13335	13335	13335
	2	Protein	US$ 000	1135	2958	4261	4261	4261	4261
	3	Minerals and Vitamins	US$ 000	247	643	926	926	926	926
		TOTAL PURCHASE VALUE	US$ 000	4,935	12,862	18,522	18,522	18,522	18,522

PROPOSAL FORM (1) RE-ITEM 8 (g)
ANNUAL RAW MATERIALS REQUIREMENT

Exhibit No. II (A)

Sr.		Particulars	A/U	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6 to 20
1		RAW MATERIALS							
	1	Carbohydrate	tons	15120	37800	54430	54430	54430	54430
	2	Protein	tons	4830	12075	17390	17390	17390	17390
	3	Minerals and Vitamins	tons	1050	2625	3780	3780	3780	3780
2	A	PURCHASE QUANTITY							
	1	Carbohydrate	tons	15120	37800	54430	54430	54430	54430
	2	Protein	tons	4830	12075	17390	17390	17390	17390
	3	Minerals and Vitamins	tons	1050	2625	3780	3780	3780	3780
3	A	PURCHASE PRICE							
	1	Carbohydrate	US$/ton	235	245	245	245	245	245
	2	Protein	US$/ton	235	245	245	245	245	245
	3	Minerals and Vitamins	US$/ton	235	245	245	245	245	245
4	A	PURCHASE VALUE							
	1	Carbohydrate	US$ 000	3553	9261	13335	13335	13335	13335
	2	Protein	US$ 000	1135	2958	4261	4261	4261	4261
	3	Minerals and Vitamins	US$ 000	247	643	926	926	926	926
		TOTAL PURCHASE VALUE	US$ 000	4,935	12,862	18,522	18,522	18,522	18,522

Proposal Form (1) Re-Item 8 (g)
Production Cost

Exhibit No.II (B)

Sr. No.		Particulars	A/U	YEAR 1	2	3	4	5	6 to 20
1		**No. of Production**							
	A	**Feedmill**							
	1	Feed	tons	20,000	50,000	72,000	72,000	72,000	72,000
	B	**Breeder Farm&Hatchery Farm**							
	1	Day-Old-Chick	'000 birds	3,040	9,820	14,060	14,060	14,060	14,060
	2	Broiler	'000 birds	1,260	5,070	7,930	7,930	7,930	7,930
2		**No.of Sale**							
	A	**Feedmill**							
	1	Feed	tons	12,120	26,220	39,600	39,600	39,600	39,600
	B	**Breeder Farm&Hatchery Farm**							
	1	Day-Old-Chick	'000 birds	1,220	3,930	5,620	5,620	5,620	5,620
	2	Broiler	'000 birds	1,260	5,070	7,930	7,930	7,930	7,930
2		**Cost of Production Rate**							
	A	**Feedmill**							
	1	Feed	us$/tons	249	260	257	257	257	257
	B	**Breeder Farm&Hatchery Farm**							
	1	Day-Old-Chick	us$/000br.	202	202	202	202	202	202
	2	Broiler	us$/000br.	1,531	1,531	1,531	1,531	1,531	1,531
3		**Cost of Production**							
	A	**Feedmill**							
	1	Feed	US$ 000	3,020	6,817	10,185	10,185	10,185	10,185
	B	**Breeder Farm&Hatchery Farm**							
	1	Day-Old-Chick	US$ 000	246	792	1,133	1,133	1,133	1,133
	2	Broiler	US$ 000	1,929	7,761	12,139	12,139	12,139	12,139
	2	**Sub-Total Cost**	US$ 000	2,175	8,553	13,272	13,272	13,272	13,272
		Total Cost	US$ 000	5,195	15,370	23,457	23,457	23,457	23,457

Note: 000 brd.=Thousand Birds.

Proposal Form (1) Re-Item 8 (J)
Goods To Be Produced

Exhibit No.III

Sr. No.		Particulars	A/U	YEAR 1	2	3	4	5	6 to 20
1		**Production**							
	A	**Feedmill**							
	1	Total production Capacity	tons	20,000	50,000	72,000	72,000	72,000	72,000
	2	Expected Feed Sales Capacity	%	60	52	55	55	55	55
	3	Feed	tons	12,000	26,000	39,600	39,600	39,600	39,600
	B	**Breeder Farm&Hatchery Farm**							
	1	Day-Old-Chick	'000 birds	3,040	9,820	14,060	14,060	14,060	14,060
	2	Broiler	'000 birds	1,260	5,070	7,930	7,930	7,930	7,930
			'000 bird	4,300	14,890	21,990	21,990	21,990	21,990
2	1	**Sale Quantity**							
	A	**Feedmill**							
	1	Feed	tons	12,120	26,220	39,600	39,600	39,600	39,600
	B	**Breeder Farm&Hatchery Farm**							
	1	Day-Old-Chick	'000 birds	1,220	3,930	5,620	5,620	5,620	5,620
	2	Broiler	'000 birds	1,260	5,070	7,930	7,930	7,930	7,930
3	1	**Selling Price**							
	A	**Feedmill**							
	1	Feed	us$/tons	280	288	288	288	288	288
	B	**Breeder Farm&Hatchery Farm**							
	1	Day-Old-Chick	us$/000br.	300	300	300	300	300	300
	2	Broiler	us$/000br.	1,692	1,692	1,692	1,692	1,692	1,692
4	1	**Sale Value In US$**							
	A	**Feedmill**							
	1	Feed	US$ 000	3,394	7,551	11,405	11,405	11,405	11,405
	B	**Breeder Farm&Hatchery Farm**							
	1	Day-Old-Chick	US$ 000	366	1,179	1,686	1,686	1,686	1,686
	2	Broiler	US$ 000	2,132	8,578	13,418	13,418	13,418	13,418
	2	Broiler	US$ 000	2,498	9,757	15,104	15,104	15,104	15,104
5		**Total Sale In US$**	US$ 000	5,892	17,308	26,509	26,509	26,509	26,509

Note: 000 brd.=Thousand Birds.

PROPOSAL FORM (1) RE-ITEM 9(b)
LIST OF MACHINERIES AND EQUIPMENT ETC

Exhibit No. IV
Page No. (1)

Sr.	PARTICULARS	UNIT	QTY	RATE OF DEP.	AMOUNT IN US$
A	***ASSETS FOR FEEDMILL***				***2,618,048***
	CONSTRUCTION				
1	Soil Test			5	2,000
2	Truck Scale, RoofBuilding, Installation and Foundation			5	48,000
3	Liquid Storage Tank System			5	80,000
4	Raw Materials Warehouse	sq.m	4000	5	576,000
5	Finished Product Warehouse	sq.m	1500	5	227,500
6	Office & Laboratory			5	112,000
7	Canteen	sq.m	200	5	32,000
8	Warehouse Electricity System			5	22,000
9	Inside & Outside Road			5	80,000
10	Workshop & Spare Part Room			5	18,400
11	Lavatory & Shower Room			5	2,000
12	Inside Water Reservoir & Pump Station			5	24,000
13	Deep Well			5	8,000
14	Water Supply Pipe Line & Installation			5	10,000
15	Parking Area			5	10,000
16	Garage	sq.m	100	5	7200
17	Fence	m	880	5	40000
18	Guard Post, Main Gate & Sign			5	18000
19	Local Design Fee			5	20000
	Sub Total				***1,337,100***
	EQUIPMENTS				
1	Feedmill Machinery & Related Parts			10	453,648
2	Power Generator (400 KVA) include Fuel Tank	set	1	10	78,600
3	Transformer and Installation			10	19,200
4	Lab Equipment			20	48,000
5	Computer Set	unit	5	20	13,200
6	Office Equipment, Telephone and Decoration			20	24,000
7	Air Condition System			20	24,000
8	Hydrant System			20	33,600
9	Others			20	240,000
	Sub Total				***934,248***
C	VEHICLES				
1	Sedan (Benz)	unit	1	20	57,900
2	Sedan (Regular)	unit	3	20	73,800
3	Pick-up 4x4	unit	2	20	76,000
4	Big Truck (10 Wheels)	unit	1	20	64,000
5	Pick-up 4x2	unit	2	20	35,000
6	Motor Boat	unit	1	20	40,000
	Sub Total				***346,700***

PROPOSAL FORM (1) RE-ITEM 9(b)
LIST OF MACHINERIES AND EQUIPMENT ETC

Exhibit No. IV
Page No. (2)

Sr.	PARTICULARS	UNIT	QTY	RATE OF DEP.	AMOUNT IN US$
					1,446,600
B	***ASSETS FOR HATCHERY FARM***				
	CONSTRUCTION				
1	Hatchery Buildings	sq.m	1500	5	210,000
2	Dormitory (26 persons, 7 rooms)			5	19,200
3	Canteen			5	8,000
4	Garage			5	5,000
5	Transformer / Generator House			5	4,000
6	Guard House & Main Gate			5	6,000
7	Fence			5	12,000
8	Inside Road			5	10,000
9	Water Supply Piping Line & Tower			5	9,000
10	Deep Well & Sub-station Pump & Tank			5	20,000
11	Electric System Enquiry Fee			5	20,000
12	Drianage System			5	3,200
13	Local Design Fee			5	2,000
	Sub Total				***328,400***
	EQUIPMENT				
1	Incubators & Hatcher Set & Spare Parts	sets	6x2	10	691200
2	Chick Grading system, Diameter 3 Meters	set	1	10	10200
3	Generators & Installation (400 KVA)	set	1	10	78600
4	Transformer & Installation (400 KVA)	set	1	10	19200
5	Disinfection & Washing Pump System	sets	2	10	7,200
6	Evaporative System	set	1	10	67,200
7	Air Condition System			20	40,000
8	Exhaust Duct for Incubators & Hatchers			20	3,100
9	Incubator House Electrical System			20	20,000
10	High & Low Tension Main Board Installation			20	24,000
11	Computer Set	unit	5	20	11,000
12	Telecommunication System				
13	Office / Dormitory / Canteen Furniture & Fitting			20	32,000
14	General Hatching Equipment			20	24,000
	Sub Total				***1,027,700***
C	VEHICLES				
1	Pick-up 4x4	unit	1	20	38,000
2	Pick-up 4x2	unit	3	20	52,500
	Sub Total				***90,500***

PROPOSAL FORM (1) RE-ITEM 9(b)
LIST OF MACHINERIES AND EQUIPMENT ETC

Exhibit No. IV
Page No. (3)

Sr.	PARTICULARS	UNIT	QTY	RATE OF DEP.	AMOUNT IN US$
					2,785,154
C	***ASSETS FOR BREEDER FARM***				
	CONSTRUCTION				
1	Breeder House(12 x 124 m @ 100,000US$/ house)	unit	16	5	1,600,000
2	Vehicle Spray House			5	6,000
3	Shower and Store House			5	28,000
4	Transformer / Generator House			5	4,000
5	Deep Well, Pump, Tower, Tank			5	40,000
6	Guard House, Main Gate & Sign			5	20,000
7	Feed Storage Warehouse			5	16,000
8	Outdoor Electrical system			5	32,000
9	Fence			5	20,000
10	Inside Road			5	16,000
11	Water Supply Piping Line System			5	29,000
12	Electric System Enquiry Fee			5	4,000
13	Drainage System			5	3,200
14	Local Design Fee			5	2,000
	Sub Total				***1,820,200***
	EQUIPMENTS				
1	Evaporative Cooling system & Cooling Pad			20	144,000
2	Automatic Feeder System (@ 8000 US$)	unit	32	20	307,200
3	Nipple Type Drinking System (@ 1600 US$)	sets	32	20	51,200
4	Insulator	set	1	20	120,501
5	Brooding Equipments (gas) (@ 120 US$)	sets	80	20	9,600
6	House Washing System	sets	3	20	6,000
7	DR2 Pressure Reducer			20	602
8	Timer Switch			20	937
9	Debeaking Machine (@ 400 US$)	sets	5	20	2,000
10	Vaccinators			20	1,423
11	Water Tank & Piping				
12	Breeder House's Equipments Installation				
13	Breeder Nest (90sets/house; @ 64US$/house)	sets	1080	10	69,120
14	Eggs Gathering Monorail & Equipment Supporting			10	6,902
15	Generators & Installation (400 KVA)			10	79,369
16	Transformer (400 KVA)			10	16,000
17	High & Low Tension Main Board Installation			10	48,000
	Sub Total				***862,854***
C	VEHICLES				
1	Pick-up 4x2	unit	3	20	52,500
2	Truck (6 wheels)	unit	2	20	49,600
	Sub Total				***102,100***

PROPOSAL FORM (1) RE-ITEM 9(b)
LIST OF MACHINERIES AND EQUIPMENT ETC

Exhibit No. IV

Sr.	PARTICULARS	UNIT	QTY	RATE OF DEP.	AMOUNT IN US$
D	***ASSETS FOR FARM LIVING AREA (OR) BUILDINGS***				***110,198***
	CONSTRUCTION				
1	Manager's House	unit	1	10	32,000
2	Dormitory (60 persons, 4 persons / room)			10	32,000
3	Fixtures			10	8,000
4	Canteen & Kitchen			10	15,198
	Sub Total				***87,198***
	EQUIPMENT				
1	Telecommunication System / Office Equipment	sets	6x2	10	12000
2	Computer Set	sets	5	10	11000
	Sub Total				***23,000***
1	**Sub Total of Assets for Feedmill**				2,618,048
2	**Sub Total of Assets for Hatchery Farm**				1,446,600
3	**Sub Total of Assets for Breeder Farm**				2,785,154
4	**Sub Total of Assets for Farm Living Area**				110,198
	TOTAL				6,960,000

Note: The above assets included loan US$ 5,740,000 and shareholder's equity US$ 1,220,000.

PROPOSAL FORM (1) RE-ITEM 9(b)
LIST OF MACHINERIES AND EQUIPMENT ETC

Exhibit No. IV
Page No. (4)

Sr.	PARTICULARS	UNIT	QTY	RATE OF DEP.	AMOUNT IN US$
D	***ASSETS FOR FARM LIVING AREA (OR) BUILDINGS***				***110,198***
	CONSTRUCTION				
1	Manager's House	unit	1	10	32,000
2	Dormitory (60 persons, 4 persons / room)			10	32,000
3	Fixtures			10	8,000
4	Canteen & Kitchen			10	15,198
	Sub Total				***87,198***
	EQUIPMENT				
1	Telecommunication System / Office Equipment	sets	6x2	10	12000
2	Computer Set	sets	5	10	11000
	Sub Total				***23,000***
1	**Sub Total of Assets for Feedmill**				2,618,048
2	**Sub Total of Assets for Hatchery Farm**				1,446,600
3	**Sub Total of Assets for Breeder Farm**				2,785,154
4	**Sub Total of Assets for Farm Living Area**				110,198
	TOTAL				**6,960,000**

Note: The above assets included loan US$ 5,740,000 and shareholder's equity US$ 1,220,000.

PROPOSAL FORM (1) RE-ITEM 9(b)

LIST OF MACHINERIES AND EQUIPMENT TO BE IMPORTED Exhibit No. IV

Sr.	PARTICULARS	HP	RPM	CODE	AMOUNT IN US$
1	Hopper Intake			RC-01	960
2	Screw Disc. Dia 250mm ; L = 3.0 M			RC-02.M	1,440
3	Bucket Elevator 500/230 ; H = 24.0 M			RC-03.M	10,560
4	Screw Conv. Dia 200mm ; L = 2.80 M.			RC-04M	1,440
5	Spout Magnet			RC-05	4,320
6	Turnhead 6-Outlet Dia 200 mm	0.5	5	RC-06.M	5,760
7	Slide Gate 400 mm. Bin-1 (Hand Operated)			GD-01	480
8	Slide Gate 400 mm. Bin-1 (Hand Operated)			GD-02	480
9	Hopper Above Hammer Mill W/Level SW.			GD-03.E	384
10	Rotary Feeder	1	VS.	GD-04.M	7,200
11	Hummer Mill 10-12 tons/hour	150	3000	GD-05.M	43,200
12	Hopper Under Hummer Mill			GD-06	720
13	Fan	5.5	1500	GD-07.M	1,680
14	Air Shock Filter	200W		GD-08.E	8,640
15	Screw Conv. Dia 200mm ; L = 3.00 M			GD-09.M	1,440
16	Bucket Elevator 500/230 ; H = 24.00 M			GD-10.M	7,200
17	Screw Conv. Dia 200mm ; L = 2.00 M			GD-11.M	1,200
18	Turnhead 6-Outlet Dia 200 mm	0.5	180	GD-12.M	5,760
19	Screw Conv. Dia 200mm ; L = 3.00 M	3	180	IB-01.M	1,680
20	Screw Conv. Dia 200mm ; L = 3.00 M	3	180	IB-02.M	1,680
21	Screw Conv. Dia 200mm ; L = 3.00 M	3	180	IB-03.M	1,680
22	Screw Conv. Dia 200mm ; L = 3.00 M	3	180	IB-04.M	1,680
23	Bin Disc. Dia 600mm; BIN - 7	3	79	IB-05.M	1,968
24	Bin Disc. Dia 600mm ; BIN - 8	3	79	IB-06.M	1,968
25	Screw Conv. Dia 200mm ; L = 3.00 M	3	180	IB-07.M	1,440
26	Screw Conv. Dia 200mm ; L = 3.00 M	3	180	IB-08.M	1,440
27	Hopper Scale 1000 Kg. W/Load Cell			MX-01.E	15,840
28	Slide Gate 500mm. (Pneumatic Operated)			MX-02.E	2,400
29	Hopper Hand Add			MX-03	480
30	Slide Gate 400mm. (Pneumatic Operated)			MX-04.E	768
31	Horizontal Mixer 1000 Kg.			MX-05.M	38,400
32	Hopper Under Mixer W/1-Level SW.			MX-06.E	2,400
	Sub Total				176,688

PROPOSAL FORM (1) RE-ITEM 9(b)

LIST OF MACHINERIES AND EQUIPMENT TO BE IMPORTED Exhibit No.5

Page No. (6)

Sr.	PARTICULARS	HP	RPM	CODE	AMOUNT IN US$
33	Platform Scale (for Bagging)			BG-01	5,760
34	Gross Weigher (Bagging)			BG-02	
35	Sewing Machine			BG-03	4,800
36	Sewing Machine			BG-04	4,800
37	Air Compressor	10			7,200
38	Liquid System 2-Line				38,400
39	Civil Works				31,200
40	Steel Structure				52,800
41	Bin Block + Spout				36,000
42	Lift (for Pre-mix)				9,600
43	Electrical				86,400
	Sub Total of Page No. (6)				276,960
	Sub Total of Page No. (5)				176,688
	TOTAL OF MACHINERY TO BE IMPORTED				453,648

Proposal Form (1) Re-Item 11(c)
Amount Of Working Capital Requirement & Cashflow Statement

Exhibit No.V

(US$ in Thousand)

Sr. No.		Particulars	YEAR															
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16to 20
1		2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	17
1		**Cash In Flow**																
	1	Equity Capital	1,400															
	2	Foreign Loan	8,092															
	3	Profit in US$ after Tax	(1,978)	(797)	407	497	390	642	719	799	837	837	934	1,056	1,056	1,056	1,056	1,025
	4	Depreciation	694	694	694	694	694	350	350	350	350	350	174	0	0	0	0	0
			8,208	(103)	1,101	1,191	1,084	992	1,069	1,149	1,187	1,187	1,108	1,056	1,056	1,056	1,056	1,025
2		**Cah Out Flow**																
	1	Feedmill Factory	2,618															
	2	Breeder Farm	2,785															
	3	Hatchery Farm	1,447															
	4	Building	110															
	5	Repayment for Loan	0	0	1,500	1,500	1,200	1,100	1,100	1,140	552	-	-	-	-	-	-	-
			6,960	0	1,500	1,500	1,200	1,100	1,100	1,140	552	0	0	0	0	0	0	0
										9	635	1,187	1,108	1,056	1,056	1,056	1,056	1,025
3		**Net Cash Flow**	1,248	(103)	(399)	(309)	(116)	(108)	(31)									
4		**Opening Balance**	-	1,248	1,145	746	437	321	213	181	190	825	2,012	3,120	4,176	5,231	6,287	7,343
5		**Closing Balance**	1,248	1,145	746	437	321	213	181	190	825	2,012	3,120	4,176	5,231	6,287	7,343	8,367

PROPOSAL FORM (1) RE-ITEM 12(a), (b)

LIST OF PERSONNEL REQUIREMENT — Exhibit No. (VI)

Page No. (1)

Sr. No.	Description	Local Personnel	Foreign Personnel	Total Personnel
(A)	FEEDMILL PERSONNEL			
1	Plant Manager		1	1
2	Assistance Plant Manager		1	1
3	Over Production Manager	1		1
4	Supervisor Shift 1	1		1
5	Supervisor Shift 2	1		1
6	Supervisor Shift 3	1		1
7	Mixer Attendance	3		3
8	Grinder Attendance	2		2
9	Packaging Attendance	2		2
10	Medicine Attendance	3		3
11	Sampling Attendance	2		2
12	Warehouse and Raw Material Manager		1	1
13	Warehouse Supervisor	1		1
14	Intake Attendance		2	2
15	Out-take Attendance	2		2
16	Raw Material Stock Attendance	2		2
17	Sack Grader	1		1
18	Raw Material Driver	1		1
19	Finished Product Supervisor	1		1
20	Received Attendance	1		1
21	Withdrawal Attendance	1		1
22	Finished Product Stock Attendance	1		1
23	Engineer Manager		1	1
24	Maintenance Shift 1	1		1
25	Maintenance Shift 2	1		1
	Sub-Total of Page No. (1)	29	6	35

PROPOSAL FORM (1) RE-ITEM 12(a), (b)

LIST OF PERSONNEL REQUIREMENT Exhibit No. (VI)

Page No. (2)

Sr. No.	Description	Local Personnel	Foreign Personnel	Total Personnel
(A)	FEEDMILL PERSONNEL			
26	Maintenance Shift 3	1		1
27	Electrical Engineer		1	1
28	Mechancial Engineer		1	1
29	Foreman	9		9
30	Personnel Manager		1	1
31	Personnel Supervisor		1	1
32	Statistics and Planning Supervisor		1	1
33	Weight Room Supervisor		1	1
34	Security Attendance	1		1
35	Supply Supervisor		1	1
36	Procurement Supervisor	1		1
37	Technical Office Manager		1	1
38	Assistance Technical Office Manager	1		1
39	Financial Controller		1	1
40	Assistance Financial Controller	1		1
41	General Employee	19		19
B	BREEDER FARM PERSONNEL			
1	Farm Manager		1	1
2	Veterinarians		2	2
3	Veterinarian Assistance		2	2
4	Clerks	2		2
5	Foreman	1		1
6	Chauffeur	1		1
7	Worker and Security Guards	32		32
	Sub-Total of Page No. (2)	69	14	83

PROPOSAL FORM (1) RE-ITEM 12(a), (b)

LIST OF PERSONNEL REQUIREMENT

Exhibit No. (VI)

Page No. (3)

Sr. No.	Description	Local Personnel	Foreign Personnel	Total Personnel
(C)	HATCHERY FARM PERSONNEL			
1	Farm Manager		1	1
2	Veterinarians		2	2
3	Veterinarian Assistance		2	2
4	Clerks	2		2
5	Foreman	1		1
6	Chauffeur	1		1
7	Worker and Security Guards	32		32
	Sub-Total of Page No. (3)	36	5	41
	Sub-Total of Page No. (1)	69	14	83
	Sub-Total of Page No. (2)	29	6	35
	TOTAL OF PERSONNEL REQUIREMENT	134	25	159

PROPOSAL FORM (1) RE-ITEM 11(a), (b), (d), 13(a), (b),(c)

PARTICULAR RELATING TO ECONOMIC JUSTIFICATION

Exhibit No. VII

PROFIT AND LOSS BUDGET IN US$ THOUSAND (000)

Sr No.		Particulars	Year															
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16 to 20
1		INCOME																
	1	Feedmill	3394	7551	11405	11405	11405	11405	11405	11405	11405	11405	11405	11405	11405	11405	11405	11405
	2	Breeder Farm & Hatchery Farm	2498	9757	15104	15104	15104	15104	15104	15104	15104	15104	15104	15104	15104	15104	15104	15104
		Total Sale Income	5892	17308	26509	26509	26509	26509	26509	26509	26509	26509	26509	26509	26509	26509	26509	26509
2		PRODUCTION COSTS																
	1	Feedmill	3020	6817	10185	10185	10185	10185	10185	10185	10185	10185	10185	10185	10185	10185	10185	10185
	2	Breeder Farm & Hatchery Farm	2175	8553	13272	13272	13272	13272	13272	13272	13272	13272	13272	13272	13272	13272	13272	13272
		Total Production Costs	5195	15370	23457	23457	23457	23457	23457	23457	23457	23457	23457	23457	23457	23457	23457	23457
3		Gross Profit	697	1938	3052	3052	3052	3052	3052	3052	3052	3052	3052	3052	3052	3052	3052	3052
		%	11.83	11.20	11.51	11.51	11.51	11.51	11.51	11.51	11.51	11.51	11.51	11.51	11.51	11.51	11.51	11.51
4		OPERATING COSTS																
	1	Land Rental Fee	263	263	263	263	263	303	303	303	303	303	349	349	349	349	349	401
	2	Salary & Wages	100	105	110	115	120	125	125	125	125	125	125	125	125	125	125	125
	3	Administrative Exp.	80	85	90	95	100	105	105	105	105	105	105	105	105	105	105	105
	4	Power & Utilities	60	65	70	75	80	85	85	85	85	85	85	85	85	85	85	85
	5	Maintenance Expenses	50	55	60	65	70	75	75	75	75	75	75	75	75	75	75	75
	6	Commercial Tax	170	378	570	570	570	570	570	570	570	570	570	570	570	570	570	570
	7	Other Expenses	449	281	129	169	209	243	243	243	243	243	235	235	235	235	235	227
		Total Operating Costs	1172	1232	1292	1352	1412	1506	1506	1506	1506	1506	1544	1544	1544	1544	1544	1588
5		OPERATING PROFIT	-475	706	1760	1700	1640	1546	1546	1546	1546	1546	1508	1508	1508	1508	1508	1464
6		OTHER EXPENDITURES																
	1	Interest on Loan	809	809	659	509	389	279	169	55								
	2	Dep. of Buildings & Equip.	694	694	694	694	694	350	350	350	350	350	174	0	0	0	0	0
		Sub-Total	1503	1503	1353	1203	1083	629	519	405	350	350	174	0	0	0	0	0
7		NET PROFIT BEFORE TAX	-1978	-797	407	497	557	917	1027	1141	1196	1196	1334	1508	1508	1508	1508	1464
8		INCOME TAX 30%	-	-	-		167.1	275.1	308.1	342.3	358.8	358.8	400.2	452.4	452.4	452.4	452.4	439.2
9		NET PROFIT AFTER TAX	-1978	-797	407	497	389.9	641.9	718.9	798.7	837.2	837.2	933.8	1055.6	1055.6	1055.6	1055.6	1024.8
		%	-33.6	-4.60	1.54	1.87	2.10	3.46	3.87	4.30	4.51	4.51	5.03	5.69	5.69	5.69	5.69	5.52

Note: (1) Interest on Loan is 10% per annum.

PROPOSAL FORM (1) RE-ITEM 13(d)

YEARLY INVESTMENTS / CAPITAL COST

Exhibit No. (VIII)

(US$ in Thousand)

Sr. No.		Particulars	EQUITY	LOAN	TOTAL
1		2	3	4	5
1		**Investment Type**			
	1	In Cash	180	2352	2532
	2	In Assets	1220	5740	6960
	2.1	In Feedmill			
	2.2	In Breeder Farm			
	2.3	In Hatchery Farm			
	2.4	In Buildings			
		TOTAL	1400	8092	9492

Proposal Form (1) Re-Item 13(d)
Schedule For Loan Repayment

Exhibit No. VIII (A)

(US$ in Thousand)

Year	LOAN			REPAYMENT			INTEREST ON LOAN			BALANCE		
	LT loan	ST loan	Total	LT loan	ST loan	Total	LT loan	ST loan	Total	LT loan	ST loan	TOTAL
1	5,740	2,352	8,092	-	-	-	574	235	809	5,740	2,352	8,092
2				-	-	-	574	235	809	5,740	2,352	8,092
3				1,000	500	1,500	474	185	659	4,740	1,852	6,592
4				1,000	500	1,500	374	135	509	3,740	1,352	5,092
5				1,000	200	1,200	274	115	389	2,740	1,152	3,892
6				1,000	100	1,100	174	105	279	1,740	1,052	2,792
7				1,000	100	1,100	74	95	169	740	952	1,692
8				740	400	1,140		55	55		552	552
9					552	552						
10												
	5,740	2,352	8,092	5,740	2,352	8,092	2,518	1,162	3,680			

Proposal Form (1) Re-Item 13(e)
Recoupment Period

Exhibit No.IX

(US$ in Thousand)

Sr. No.		Particulars		YEAR 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16to 20
1		2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	18
1		**Return On Investment**																	
	1	Profit in US$ after TAX		(1,978)	(797)	407	497	390	642	719	799	837	837	934	1,056	1,056	1,056	1,056	1,025
	2	Depreciation		694	694	694	694	694	350	350	350	350	350	174	0	0	0	0	0
				(1,284)	(103)	1,101	1,191	1,084	992	1,069	1,149	1,187	1,187	1,108	1,056	1,056	1,056	1,056	1,025
2		**Investment**																	
	1	In Cash	2,532																
	1	Feedmill Factory	2,618																
	2	Breeder Farm	2,785																
	3	Hatchery Farm	1,447																
	4	Buildings	110																
			9,492	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3		**Total Investment**	(9,492)	(1,284)	(103)	1,101	1,191	1,084	992	1,069	1,149	1,187	1,187	1,108	1,056	1,056	1,056	1,056	1,025
4		**Opening Balance**		(9,492)	(10,776)	(10,879)	(9,778)	(8,587)	(7,503)	(6,511)	(5,443)	(4,294)	(3,107)	(1,920)	(812)	244	1,299	2,355	3,411
5		**Closing Balance**	(9,492)	(10,776)	(10,879)	(9,778)	(8,587)	(7,503)	(6,511)	(5,443)	(4,294)	(3,107)	(1,920)	(812)	244	1,299	2,355	3,411	4,435

Note : Payback (or) Recoupment period is 11 years and 9 Months.

	US$	Periods
Year 1 to 11	(812)	11 Years
Year 1 (812/1056)x12Month	812	9 Months
	0	11 Years and 9 Months

Proposal Form (1) Re-Item 13(f)
Foreign Exchange Savings

Exhibit No.X

(US$ in Thousand)

Particulars	UNIT	YEAR															
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16to 20
Income in US$	US$ 000	5,892	17,308	26,509	26,509	26,509	26,509	26,509	26,509	26,509	26,509	26,509	26,509	26,509	26,509	26,509	26,509
Foreign Exchange Savings																	
Earning in US$	US$ 000	5892	17308	26509	26509	26509	26509	26509	26509	26509	26509	26509	26509	26509	26509	26509	26509
Production Cost in US$	US$ 000	5,195	15,370	23,457	23,457	23,457	23,457	23,457	23,457	23,457	23,457	23,457	23,457	23,457	23,457	23,457	23,457
Expenditures in FE	US$ 000	1,981	2,041	1,951	1,861	1,801	1,785	1,675	1,561	1,506	1,506	1,544	1,544	1,544	1,544	1,544	1,588
Repayment for Loan	US$ 000	0	0	1500	1500	1200	1100	1100	1140	552	0	0	0	0	0	0	0
Total Expenditure in FE	US$ 000	7,176	17,411	26,908	26,818	26,458	26,342	26,232	26,158	25,515	24,963	25,001	25,001	25,001	25,001	25,001	25,045
FE Net Savings	US$ 000	(1,284)	(103)	(399)	(309)	51	167	277	351	994	1,546	1,508	1,508	1,508	1,508	1,508	1,464
Opening Net Saving	US$ 000	0	(1,284)	(1,387)	(1,786)	(2,095)	(2,044)	(1,877)	(1,600)	(1,249)	(255)	1,291	2,799	4,307	5,815	7,323	8,831
Accumulative Net Saving	US$ 000	(1,284)	(1,387)	(1,786)	(2,095)	(2,044)	(1,877)	(1,600)	(1,249)	(255)	1,291	2,799	4,307	5,815	7,323	8,831	10,295

(IN MILLION)

PROPOSAL FORM (1) RE-ITEM 13 (g)

Exhibit No. XI

INTERNAL RATE OF RETURN

YEAR	INVESTMENT (CASH OUT FLOW)	NET PROFIT	DEPRECIATION	TOTAL CASH IN FLOW	CASH FLOW	DCF		DCF		DCF	
						DF 10%	DCF	DF 20%	DCF	DF 15%	DCF
0											
1	1.400	-1.978	0.694	-1.284	-2.684	0.909	-2.440	0.833	-2.236	0.870	-2.335
2	0.000	-0.797	0.694	-0.103	-0.103	0.826	-0.085	0.694	-0.071	0.756	-0.078
3	1.500	0.407	0.694	1.101	-0.399	0.751	-0.300	0.579	-0.231	0.658	-0.263
4	1.500	0.497	0.694	1.191	-0.309	0.683	-0.211	0.482	-0.149	0.571	-0.176
5	1.200	0.390	0.694	1.084	-0.116	0.621	-0.072	0.402	-0.047	0.497	-0.058
6	1.100	0.642	0.350	0.992	-0.108	0.564	-0.061	0.335	-0.036	0.432	-0.047
7	1.100	0.719	0.350	1.069	-0.031	0.513	-0.016	0.279	-0.009	0.376	-0.012
8	1.140	0.799	0.350	1.149	0.009	0.466	0.004	0.232	0.002	0.327	0.003
9	0.552	0.837	0.350	1.187	0.635	0.424	0.269	0.194	0.123	0.284	0.180
10		0.837	0.350	1.187	1.187	0.385	0.457	0.161	0.191	0.247	0.293
11		0.934	0.174	1.108	1.108	0.350	0.388	0.134	0.148	0.215	0.238
12		1.056	0.000	1.056	1.056	0.318	0.336	0.112	0.118	0.187	0.197
13		1.056	0.000	1.056	1.056	0.289	0.305	0.093	0.098	0.162	0.171
14		1.056	0.000	1.056	1.056	0.263	0.278	0.078	0.082	0.141	0.149
15		1.056	0.000	1.056	1.056	0.239	0.252	0.065	0.069	0.123	0.130
16		1.025	0.000	1.025	1.025	0.217	0.222	0.054	0.055	0.107	0.110
17		1.025	0.000	1.025	1.025	0.198	0.203	0.045	0.046	0.093	0.095
18		1.025	0.000	1.025	1.025	0.180	0.185	0.037	0.038	0.081	0.083
19		1.025	0.000	1.025	1.025	0.163	0.167	0.031	0.032	0.070	0.072
20		1.025	0.000	1.025	1.025	0.148	0.152	0.026	0.027	0.061	0.063
21		1.025	0.000	1.025	1.025	0.135	0.138	0.022	0.023	0.053	0.054
22		1.025	0.000	1.025	1.025	0.123	0.126	0.018	0.018	0.046	0.047
23		1.025	0.000	1.025	1.025	0.111	0.114	0.015	0.015	0.040	0.041
24		1.025	0.000	1.025	1.025	0.101	0.104	0.012	0.012	0.035	0.036
25		1.025	0.000	1.025	1.025	0.092	0.094	0.010	0.010	0.030	0.031
TOTAL	9.492	17.761	5.394	23.155	13.663		0.610		-1.670		-0.974

INTERNAL RATE OF RETURN = 10 + 5 (0.61 / 1.584)

= 10 + 1.925 = 11.925 %

ဝန်ထမ်းဟူသည် ပါတီနိုင်ငံရေးနှင့် ကင်းရှင်းရမည်

တိကျ မှန် မြန်

ပြည်ထောင်စုမြန်မာနိုင်ငံတော်

ရှေ့နေချုပ်ရုံး

စာအမှတ်၊ ၂(၄)၁/၁၂-၉၀(၃၇၆)

ရက်စွဲ၊ ၁၉၉၆ ခုနှစ်၊ ဩဂုတ်လ(၄)ရက်

[illegible] နိုင်ငံတော်

အကြောင်းအရာ။ ရာနှုန်းပြည့်ရင်းနှီးမြှုပ်နှံမှုသဘောတူစာချုပ်(မူကြမ်း)ကိုစိစစ်ပေးရန်ကိစ္စ

ရည်ညွှန်းချက်။ (၁) မွေးမြူရေး၊ အစားအစာနှင့်နို့ထွက်ပစ္စည်းလုပ်ငန်း၏ ၁၈-၇-၉၆ ရက်စွဲပါစာအမှတ်၊ ညကမ-၂/(၂၃၇/၉၆)

(၂) မွေးမြူရေးအစားအစာနှင့်နို့ထွက်ပစ္စည်းလုပ်ငန်း၏ ၂၂-၇-၉၆ ရက်စွဲပါစာအမှတ်၊ ညကမ-၂(၂၄၀ / ၉၆)

(၃) မွေးမြူရေးအစားအစာနှင့် နို့ထွက်ပစ္စည်း လုပ်ငန်း၏ ၂၅-၇-၉၆ ရက်စွဲပါစာအမှတ်၊ ညကမ-၂(၂၅၁/ ၉၆)

၁။ Bangkok Livestock Processing Company Limited က မွေးမြူရေး၊ အစားအစာနှင့်နို့ထွက်ပစ္စည်းလုပ်ငန်း ပိုင်ရှည်းကူး မြို့နယ်ငါးဆူတောင်ရှိ မြေကိုငှားရမ်းပြီး၊ ရာနှုန်းပြည့်ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်မည်ဖြစ်ပါ၍ ရာနှုန်းပြည့်ရင်းနှီးမြှုပ်နှံမှုသဘောတူစာချုပ်(မူကြမ်း)နှင့် မြေငှားစာချုပ်(မူကြမ်း)တို့အပေါ် ဖိစစ်ပေးပါရန် မွေးမြူရေး၊ အစားအစာနှင့် နို့ထွက်ပစ္စည်း လုပ်ငန်းက ၂ ရုံးသို့ရည်ညွှန်းပါစာများဖြင့် မေတ္တာရပ်ခံလာသောကိစ္စဖြစ်ပါသည် ။

၂။ ပူးတွဲပေးပို့သော ရာနှုန်းပြည့်ရင်းနှီးမြှုပ်နှံမှုသဘောတူစာချုပ်(မူကြမ်း)ကို လေ့လာစိစစ်မှု အောက်ပါအတိုင်း အကြံပြုပါသည် —

(က) ပေးပို့လာသည့်စာချုပ်(မူကြမ်း)ပါ PARTIES' CLAUSE အရ LFME နှင့် BANGKOK LIVESTOCK BREEDING PROCESSING COMPANY LIMITED တို့အကြား ချုပ်ဆိုမည်ဖြစ်ကြောင်း တွေ့ရှိရပါသည်။ သို့ရာတွင် စာချုပ်စည်းကမ်းချက်များ ၌အသစ်ဖွဲ့စည်း မည့် MYANMAR C.P. LIVESTOCK COMPANY LIMITED (MCPL) ၏ တာဝန်များကို ရေးသား

ထား ကြောင်း တွေ့ရပါသည်။ MCPL သည်စာချုပ်ဝင်တစ်ဦးမဟုတ်ဘဲ ယခုကဲ့သို့ ရေးသား နိုင်ခြင်း ရှိမည်မဟုတ်ပါ။ ၁၀၀% ရင်းနှီးမြှုပ်နှံမှု ကို MCPL ကသာလုပ်ကိုင်သွား မည်ဖြစ် ကြောင်း တွေ့ရှိရပါသဖြင့် မြေငှား စာချုပ်တွင်ပါရှိသည့်နည်း တူ MCPL အား စာချုပ်ဝင်တစ်ဦး အဖြစ် parties clause တွင်ပြင်ဆင်ရေး သား ပေး လိုက်ပါသည်။ ယင်း သို့ ရေး သား ရာ၌ နောင်ဖွဲ့စည်း မည့်ကုမ္ပဏီအ နေနှင့် ရေး သား ထား ခြင်း ဖြစ်ပါ၍ ဤစာချုပ်ကိုလက်မှတ် ရေး ထိုး သည့်အခါယင်း ကုမ္ပဏီကို ဖွဲ့စည်း ၍ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပ ဒေနှင့်အညီတရား ဝင်မှတ်ပုံတင်ပြီး မှသာလက်မှတ် ရေး ထိုး ခွင့်ရှိမည်ဖြစ်ပါသည်။ MCPL ကို မဖွဲ့စည်း ရသေး ဘဲ ဤစာချုပ်ကိုလက်မှတ် ရေး ထိုး ပါက ဤစာချုပ်သည်တရား ဝင်စာချုပ်ဖြစ်မည်မဟုတ်သည့်အချက်ကိုသတိပြုရန် လိုအပ်မည်ဖြစ်ပါသည်၊

(ခ) စာချုပ်(မူကြမ်း)တွင် ဖော်ပြထား သော annexures. appendix နှင့် schedules များ စာချုပ်နှင့်အတူ ပူး တွဲမပါရှိပါ။ စာချုပ်လက်မှတ် ရေး ထိုး ချုပ်ဆိုသည့်အခါ အဆို ပါ annexures, appendix နှင့် schedules များ ပူး တွဲထား ရန်လိုအပ်ပါသည်၊

(ဂ) စာချုပ်(မူကြမ်း)၏ Article 15. 1(a) တွင်ရည်ညွှန်း ကိုး ကား သောလုပ်ထုံး လုပ်နည်း အမည်များ ယွင်း နေပါ၍ပြင်ဆင် ပေး လိုက်ပါသည်။ Article 15.1 (h) တွင် ပါရှိ သော စာချုပ်ရပ်စဲခွင့်ကိုမ ပေး သင့်ဟုယူဆပါ၍ ပယ်ဖျက် ပေး လိုက် ပါသည်၊

(ဃ) စာချုပ်(မူကြမ်း)၏ Article 18 Governing Law အပိုဒ် ကိုပိုမိုပြည့်စုံ စေရန်အတွက်ဖြည့်စွက် ရေး သား ပေး လိုက်ပါသည်၊

(င) စာချုပ်(မူကြမ်း)၏ Article 20 Force Majeure အပိုဒ်တွင်အနည်း ငယ်ဖြည့်စွက် ရေး သား ပေး လိုက်ပါသည်၊

(စ) စာချုပ်တွင်အနှစ်(၃၀) မြေငှား ရမ်း မည့်ကာလစတင်မည့်ရက် ကို ဖော်ပြရန်လိုအပ်ပါသည်၊

(ဆ) စာချုပ်ရှိ article 17 ကိုပြန်လည်စိစစ် ရေးသား ရန်လိုအပ် ပါမည်။ စာချုပ်တွင်အနှစ် (၃၀) မြေငှား ကာလကုန်ဆုံး၍ ဖြစ်စေအနှစ် (၃၀) ကုန်ဆုံးပြီး နောက်နှစ်ဘက်သဘောတူညီချက်အရ ထပ်မံတိုးမြှင့်ကာလကုန်ဆုံးပြီး နောက်ငှားရမ်းသည့် မြေ နှင့် ငှမ်း မြေပေါ်ရှိအဆောက်အဦများ နှင့်ပစ္စည်းများ ကို LFME သို့ မည်သည့်အခြေ အနေနှင့်မည်သည့်သို့ပြန်လည်လွှဲပြောင်း ပေး မည်ကိုစာပိုဒ်တစ်ပိုဒ် ရေးသား ရန်လိုအပ်ပါသည်၊

(ဇ) စာချုပ် (မူကြမ်း) ရှိအခြား လိုအပ် သော နေရာများ တွင်မင်နီ ဖြင့်ပြင်ဆင်၊ ပယ်ဖျက်၊ ဖြည့်စွက် ရေးသား ပေး လိုက်ပါသည်၊

၃။ ပူးတွဲပေးပို့သော LAND LEASE AGREEMENT ကို လေ့လာစိစစ် ၍ အောက်ပါအတိုင်း အကြံပြုပါသည် –

(က) [illegible] Clause နှင့်ပတ်သက်၍စာပိုဒ် ၂ (က) ပါအတိုင်း သုံးသပ်အကြံပြုအပ်ပါသည်၊

(ခ) စာချုပ် (မူကြမ်း) တွင် ဖော်ပြထား သော site map နှင့် appendix များ ပူးတွဲမပါရှိပါ။ စာချုပ် ချုပ်ဆိုလက်မှတ် ရေးထိုးသည့် အခါအဆိုပါ [illegible] နှင့် [illegible] များ ပူးတွဲထားရန် လိုအပ်ပါသည်၊

(ဂ) စာချုပ် (မူကြမ်း) တွင်စာပိုဒ် ခေါင်းစဉ်နှင့် [illegible] အမှတ်စဉ်များ ကိုလိုအပ်သလိုပြင်ဆင် ရေးသား ပေး ထား ပါသည်၊

(ဃ) မြေငှား ခကိုငှားရမ်းသည့် မြေအား တရား ဝင်လွှဲပြောင်း ပေးပြီး ဖလ အကြာမှစ၍တွက်ချက်မည်ဖြစ် ကြောင်း စာချုပ် (မူကြမ်း) စာမျက်နှာ ၂ ပထမဝါကျတွင် ရေးသား ထား ရာ ယင်း အချက်ကိုလက်မခံသင့်ဟုယူဆပါသည်။ [illegible] အစား [illegible] ဖြစ်သင့်ပါသည်။ [illegible] နှင့်အညီ ဖြည့်စွက် ရေးသား သင့်ပါသည်။ မြေငှား ရမ်း ကာလကိုစတင် ရေတွက်သည့် နေ့ကိုစာချုပ်တွင်တိကျစွာ ဖော်ပြရန်လိုအပ်ပါသည်၊

(င) မြေငှား ရမ်း ခနှုန်း ပြန်လည်သတ်မှတ်ခြင်း နှင့်စပ်လျဉ်း၍ အစိုးရအဖွဲ့၏ညွှန်ကြား ချက်အမှတ် ၃/၉၀၊ CONTRACT REGARDING ONE HUNDRED PERCENT FOREIGN INVESTMENT တို့နှင့်အညီဖြစ် စေရန်အတွက်ပြင်ဆင် ရေး သား ပေး လိုက်ပါသည်၊

(စ) စာချုပ်(မူကြမ်း)၏ Article 2 & 3 , Obligations of The Lessee and Lessor အပိုဒ်များ နှင့်စပ်လျဉ်း၍ စည်ပင်သာယာခွန်အပါအဝင်အခြား အခွန်အခများ ကိုLessee က ပေး ဆောင်ရန်နှင့် မြေခွန်ကိုသာ Lessor က ပေးဆောင် ရန်ပြင်ဆင် ရေး သား ပေး လိုက်ပါသည်၊

(ဆ) စာချုပ်(မူကြမ်း)၏ Article 5 RENTAL INCREASE အပိုဒ်ကို CONTRACT REGARDING ONE HUNDRED PERCENT FOREIGN INVESTMENT နှင့်အညီဖြစ် စေရန်ပြင်ဆင် ရေး သား ပေး လိုက်ပါသည်၊

(ဇ) စာချုပ်(မူကြမ်း)၏ Article 7 ခေါင်း စဉ်အမည် ကို [illegible] ဟု၍ ပြောင်း လဲပြင်ဆင် ပေး လိုက်ပါသည်၊

(ဈ) စာချုပ်(မူကြမ်း)၏ Article 11 Governing Law အပိုဒ် Article 17 Map of Land အပိုဒ် Article 18 Mines and Quarries အပိုဒ်တို့ကိုလိုအပ်သလိုဖြည့်စွက်ရေး သား ပေး လိုက်ပါသည်၊

(ည) တံဆိပ် ခေါင်း အက်ဥပဒေပုဒ်မ ၉ အရအထူး ခွင့်ပြုချက်မရရှိသေး လျှင်အငှား စာချုပ်တွင်တံဆိပ် ခေါင်း အက်ဥပဒေ အရ တစ်နှစ်လုံး ပျမ်း မျှငှား ရမ်း ခငွေ၏ ၅% နှင့်ညီမျှ သော တံဆိပ် ခေါင်း အခွန်ကိုအငှား ချထား ခြင်း ခံရသူကထမ်းဆောင် ရမည်ဖြစ်ပါသည်၊

(ဋ) အခြား လိုအပ် သော နေရာများ ဖွင့်မင်နီဖြင့်ပြင်ဆင် ပေး လိုက်ပါသည်၊

၄။ ဤစာချုပ်တွင်ပါရှိသော စီမံရေးရာ၊ ဘဏ္ဍာရေးရာနှင့်ကျွမ်းကျင်မှုဆိုင်ရာအပိုင်းများနှင့်စပ်လျဉ်း၍သက်ဆိုင်ရာ ကျွမ်းကျင်သူများနှင့် ဆွေးနွေးညှိနှိုင်းရန်အကြံပြုပါသည်။

၅။ Myanmar C. P LIVESTOCK COMPANY LIMITED သည်နိုင်ငံခြားကုမ္ပဏီဖြစ်ပြီး၊ မြန်မာနိုင်ငံတွင်လုပ်ငန်းဆောင်ရွက်မည်ဖြစ်သဖြင့်မြန်မာနိုင်ငံကုမ္ပဏီများအက်ဥပဒေပုဒ်မ ၂၇-က(၁)အရအမျိုးသား စီမံကိန်းနှင့် စီးပွားရေးဖွံ့ဖြိုးတိုးတက်မှုဝန်ကြီးဌာန၏ခွင့်ပြုချက်ရယူရန်လိုအပ်မည် ဖြစ်ပါသည်။

၆။ ထို့ပြင် Myanmar C. P LIVESTOCK COMPANY LIMITED သည် တရားဝင်ဖွဲ့စည်းထားသောကုမ္ပဏီဟုတ် မဟုတ်၊ ချုပ်ဆိုမည့်စာချုပ်ပါလုပ်ငန်းများလုပ်ကိုင်ရန် ငွေကြေးအင်အားပြည့်စုံမှုရှိ မရှိ၊ စာချုပ်တွင်လက်မှတ်ရေးထိုးမည့်ပုဂ္ဂိုလ်သည်တရားဝင်လွှဲအပ်ခံရသူဟုတ် မဟုတ်စသည်တို့ကိုသက်ဆိုင်ရာ စာရွက်စာတမ်းများ တောင်းယူစိစစ်သင့်ပါသည်။

၇။ စာချုပ်ကိုလက်မှတ်ရေးထိုးပြီး ပါကမှတ်တမ်းတင်ထားနိုင်ရန်ဤရုံးသို့မိတ္တူ(၃)စုံ ပေးပို့ပါရန် မေတ္တာရပ်ခံအပ်ပါသည်။

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(စန်းမောင်၊ ညွှန်ကြားရေးမှူး)

<u>မွေးမြူရေး၊ အစားအစာနှင့်</u>
<u>နို့ထွက်ပစ္စည်းလုပ်ငန်း</u>

တင်/-

CONTRACT REGARDING ONE HUNDRED PERCENT FOREIGN INVESTMENT

between

LIVESTOCK, FEEDSTUFF AND

MILK PRODUCT ENTERPRISE

MINISTRY OF LIVESTOCK BREEDING AND FISHERIES

and

BANGKOK LIVESTOCK PROCESSING

COMPANY LIMITED

CONTRACT REGARDING ONE HUNDRED PERCENT FOREIGN INVESTMENT IN THE UNION OF MYANMAR

THIS CONTRACT is made, entered, signed and delivered at Yangon, Union of Myanmar on the ______ day of ____________ ,1996,

by and between

Livestock, Feedstuff and Milk Product Enterprise, Ministry of Livestock Breeding and Fisheries, Union of Myanmar, a State-owned Organization constituted under the Laws of the Union of Myanmar and having its registered office at 10 Mile, Pyay Road, Mayangone Township, Yangon, Union of Myanmar (hereinafter called and referred to as **"LFME"** which term or expression shall, unless repugnant to the context or the meaning thereof, be deemed to include its successors, legal representatives and permitted assigns) represented for the purpose of this Contract, by its Managing Director, U Maung Maung Nyunt, of the one part,

and

Bangkok Livestock Processing Company Limited, a subsidiary company of C.P.Group of Company from Thailand, to incorporate a company name "Myanmar C.P. Livestock Company Limited" under the Myanmar Companies Act as 100 % (one hundred percent) owned foreign company in the Union of Myanmar, and having its office of business at No. 528/2-11, Sukhumvit 22, Klongton, Klongtoey, Bangkok 10110, Thailand (hereinafter called and referred to as **"BLP"** which expression shall, unless repugnant to the context or the meaning thereof, be deemed to include its successors, legal representatives and permitted assigns) represented for the purpose of this Contract by its Chairman, Mr. Adirek Sripratak, a citizen of Thailand of the other part.

WHEREAS LFME is responsible to the Ministry of Livestock Breeding and Fisheries for the promotion of the business of Feedmill, Animal Feed, Breeder Farm, Hatchery Farm, Contract Farming and Local Farmers sector in the Union of Myanmar, and is desirous of leasing the land at **Ngasutaung** and **Pyin Ma Bin** , for investment to be made by BLP for the purpose of establishing Feedmill, Animal Feed, Breeder Farm, Hatchery Farm and Contract Farming ,

WHEREAS BLP is desirous of establishing of Feedmill, Animal Feed, Breeder Farm, Hatchery Farm and Contract Farming in the Union of Myanmar with one hundred percent foreign capital investment (by incorporating a company name "Myanmar C.P. Livestock Company Limited" under the Myanmar Companies Act as 100 % (one hundred percent) owned foreign company in the Union of Myanmar) ,

WHEREAS LFME and BLP agree that BLP shall make an investment of US$ 9.492 million which is equivalent to Kyat 56.952 million, with an initial capital of US$ 1.4 million and in loan US$ 8.092 million, and operate and manage for initially 15 (fifteen) years, and renewable for another 2 (two) terms of 5 (five) years each, commencing from the date of effective of Lease Agreement, at the end of which the leased properties in good

operating condition shall be re-negotiated with LFME, for leasing for a further term which may be agreed upon by mutual consent. Subject to the approval of the Myanmar Investment Commission.

WHEREAS each party is legally authorized to enter into this Contract.

It is, THEREFORE, hereby agreed between the parties as follows:-

Article - 1
SCOPE OF CONTRACT

1.1 The total investment to be made by BLP in the Union of Myanmar is estimated at US$ 9,492,000 (US Dollar Nine Million Four Hundred and Ninty Two Thousand only) which is equivalent to Kyat 56.952 million with an initial paid up capital of US$ 1,400,000 (US Dollar One Million Four Hundred Thousand only) which is equivalent to Kyat 8.4 million.

The aforesaid investment shall be for the purpose of establishing a 100% foreign owned private Limited Company in the Union of Myanmar under the Myanmar Companies Act 1914, to be called "**MYANMAR C.P. LIVESTOCK COMPANY LIMITED**" (hereinafter called and referred to as **MCPL**).

1.2 MCPL shall establish Feedmill, Breeder Farm, Hatchery Farm and Contract Farming.

1.3 MCPL shall establish and operate its economic operations in conformity with the existing laws of the Union of Myanmar and shall take all reasonable measures for the protection of the environment and shall refrain from wasteful utilization of her natural resources.

1.4 LFME shall provide MCPL information and data in its possession as may be of use to MCPL.

Article - 2
OBLIGATIONS OF MCPL

2.1 MCPL shall be responsible for accomplishing the following matters:

(a) to start its activities without undue delay after the permit is granted by the Myanmar Investment Commission ;

(b) to make its investment in the manner prescribed under section 5(a) of the Union of Myanmar Foreign Investment Law, of one hundred percent of foreign capital as defined under Section 2(h) of the said Law for a period of initially 15 (fifteen) years, and renewable for another 2 (two) terms of 5 (five) years each, commencing from the effective date of this Contract at the expiry of which a further term to be negotiated between the parties and subject to the approval of Myanmar Investment Commission ;

(c) to note that the investment made under this Contract and all its economic operations carried out in pursuance shall be governed by the existing laws of the Union of Myanmar and any subsisting and modifications thereof ;

(d) to provide LFME or other departments or organizations of the Government of the Union of Myanmar such information or data as may reasonably be requested of it in connection with its operations covered by this Contract ;

(e) to have no right to sell, assign, transfer, or otherwise dispose of all or any part of its rights and interest under this Contract to its affiliates or any other party without the previous approval of LFME and the Myanmar Investment Commission ;

(f) to maintain books and records of accounts in accordance with generally accepted accounting principle and recognized accounting system and to produce them for inspection by LFME or any other department or organization of the Government of the Union of Myanmar when reasonably called upon or required under any Law to do so, and also to allow inspection of its operation by such a department or organization under similar conditions;

(g) BLP shall provide US$ 70,000 (US Dollar Seventy Thousand only) as Performance Bank Guarantee in favour of LFME issued by the bank of BLP through Myanmar Investment and Commercial Bank within 30 (thirty) days from the date of signing of this Contract, for guaranteeing the implementation of the project, in default of which the whole amount of Performance Bank Guarantee shall be forfeited. This guarantee shall be released after the operation of the said business has been started. The form of Bank Guarantee shall be as described in Appendix B attached hereto ;

(h) MCPL shall be responsible for the preservation of the environment at and surrounded area of project site, MCPL shall take necessary measures in order to fulfill environmental protection such as installation of waste water treatment plant and other treatment procedures to keep the project site environmental friendly.

(i) MCPL shall provide US$ 10,000(US Dollar Ten Thousand only) per annum for management fee to LFME for providing its obligations defined under Article-3 of this Contract, payment shall be made within 30 (thirty) days of each financial year.

Article - 3
OBLIGATION OF LFME

3.1 LFME shall :-

(a) lease suitable plots of land of approximately 10 acres for Feedmill in Pyin Ma Bin, and approximately 50 Acres for Breeder Farm and approximately 5 Acres for Hatchery in Ngasutaung, Yangon. The required " Lease Agreement " is executed separately on the agreed basic terms of:

(i) LFME shall lease the land to MCPL in accordance with the principles provided under Article 4, 5 and 6 hereof ,

(ii) the duration of the lease shall be initially 15 (fifteen) years, and renewable for another 2 (two) terms of 5 (five) years each, extendable for further extension by mutual agreement between the parties, to the approval of Myanmar Investment Commission ;

(b) give such advice as may be requested by MCPL relating to the latter's economic operations under this Contract ;

(c) assist to arrange multiple visas, stay permits, and work permits with the relevant authorities allowing personnel of MCPL from abroad to enter, reside in and depart from Myanmar for the purpose of participating in the operations of the project ;

(d) assist BLP for procurement of investment approval and permit from the Myanmar Investment Commission and for the establishment of MCPL.

Article - 4
LEASE OF LAND

4.1 LFME shall lease a total area of land of approximately 65 (sixty five) Acres and the number of buildings thereon covering the area as shown in the maps and its lists of buildings attached as annexures to the LEASE AGREEMENT. The LEASE AGREEMENT shall form an integral part of this Contract.

Article - 5
DURATION OF LEASE

5.1 The land shall be leased for a period of initially 15 (fifteen) years, and renewable for another 2 (two) terms of 5 (five) years each, commencing from the effective date of Land Lease Agreement, extendable for further extension by mutual agreement between the parties, and subject to the approval of Myanmar Investment Commission.

Article - 6
RENTAL AND PAYMENT TERMS

6.1 The RENT shall be as follows,

(a) Feedmill 10 Acres at 3.0 US$ per square meter per year

(b) Breeder Farm 50 Acres at 0.5 US$ per square meter per year

(c) Hatchery Farm 5 Acres at 2.0 US$ per square meter per year

6.2 The annual rent shall be reviewed at the expiry of every 5 (five) years of the lease period and the increase or decrease of the annual rent shall not be more than 15% (fifteen percent) of the preceeding annual rent. The annual rent shall be paid to LFME, on monthly basis.

6.3 The rent shall be payable six months after the leased land have been officially assigned for construction.

Article - 7
PLACE OF BUSINESS

7.1 The registered office of MCPL shall be in Yangon, Union of Myanmar and the Company may also have such other places of business as may be determined by the Board of Directors. The Feedmill shall be located at Pyin Ma Bin, the Breeder Farm and Hatchery Farm shall be located at Ngasutaung.

Article - 8
TERM AND EFFECTIVE DATE

8.1 The term of this Contract shall be initially 15 (fifteen) years, and renewable for another 2 (two) terms of 5 (five) years each, commencing from the effective date of Land Lease Agreement extendable for further extension by mutual agreement between the parties, and subject to the approval of Myanmar Investment Commission.

8.2 This Contract shall come into force and effectiveness starting from the date of signing of this Contract by the parties hereto having been authenticated by witnesses after obtaining the approval and permit from the Myanmar Investment Commission.

8.3 This Contract shall be subject to the approval and permit issued by the Myanmar Investment Commission to MCPL and shall be subject to all the provisions of the Union of Myanmar Foreign Investment Law.

8.4 Any extension of such duration of this Contract shall be approved by the Board of Directors and subject to the final approval of the Myanmar Investment Commission.

Article - 9
WARRANTY AND REPRESENTATION

9.1 Each party represents and warrants to other party that it is a legal person duly authorized under the relevant laws and has the right, sound financial standing and authority to enter into this Contract.

Article - 10
OPERATION AND MANAGEMENT

10.1 MCPL shall be managed by the Board of Directors (hereinafter called "BOD") initially consisting of seven (7) directors. The conduct of the affairs of the MCPL shall be in accordançe with its Memorandum and Articles of Association. MCPL shall start implementation of the Factory also operation and management thereof without undue delay after obtaining the permit or approval of the Myanmar Investment Commission in accordance with the implementation schedule.

10.2 Detail of operation shall be the subject of discussion and decision by the Board of Directors in consultation with management.

10.3 The registered office of the MCPL shall be in Yangon, Union of Myanmar.

Article - 11
ACCOUNTING AND AUDITING

11.1 MCPL shall be kept in English with true and accurate books of accounts and records in accordance with sound accounting practices, employing standards, procedures and forms in conformity with generally accepted international accounting practices and the provisions in the Myanmar Companies Act and Articles of Association. The Company accounts shall be kept at Company's office.

11.2 LFME shall have the right to inspect the accounts and MCPL shall produce them for inspection by LFME or any Governmental Department or Organization the Union of Myanmar when reasonably called upon or required under any Law to do so. MCPL shall also allow inspection of its operations by such as Government Department or Organization under similar conditions.

11.3 The Company books of accounts shall be audited by the Certified Public Auditors as per the provisions of the Myanmar Companies Act.

11.4 The first fiscal year of the Company shall begin on the date of its registration and end on the 31st day of next March. Thereafter each fiscal year of the Company shall begin on the 1st April and end on the 31st March of the next calendar year.

Article - 12
APPOINTMENT OF PERSONNEL

12.1 MCPL shall give priority and preference to the Myanmar Nationals in appointment of appropriate personnel and trainees as long as they meet MCPL's standard qualification. Recruitment of foreign staff will be done with prior approval of the Board of Directors as well as that of the Myanmar Investment Commission in the case of appointment of experts and technicians from abroad.

12.2 The employment of and the compensation (including reasonable expenses) of all officers, experts, consultants and employees employed in the operation of the Company shall be made under its regulation by the Board of Directors.

12.3 MCPL shall allow its employees the rights and privileges allowed by the Laws of the Union of Myanmar and customs of trade in the light of prevailing economic situations.

12.4 The foreign personnel and their families shall abide by the Laws of the Union of Myanmar and shall not interfere with the internal affairs of the Union of Myanmar.

Article - 13
INSURANCE

13.1 All necessary types of insurance shall be maintained by MCPL in accordance with the provisions of the Union of Myanmar Foreign Investment Law and Myanma Insurance Law and directives and orders related to those Laws.

Article - 14
EXEMPTIONS AND RELIEF

14.1 MCPL shall have the right to enjoy exemptions and reliefs prescribed under the provisions of the Union of Myanmar Foreign Investment Law, 1988 and as granted by the Myanmar Investment Commission.

Article - 15
TERMINATION

15.1 This Contract shall be terminated on the occurance of one of the following events;
(a) agreement in writing by both parties hereto to terminate the Contract and submit the same to the Myanmar Investment Commission for approval in accordance with

Clause 14 under Chapter 7 of the Procedures relating to the Union of Myanmar Foreign Investment Law; or

(b) notice by either party hereto to terminate this Contract, if any governmental department or organization should require alteration or modification of any law or of any provision of this Contract which shall materially and adversely affect such party's interest this Contract including expropriation of all or part of its shares or of the subject matter of this Contract; or

(c) notice by the complaining party hereto to terminate this Contract, in case any of terms and conditions mentioned herein is substantially and materially breached by the defaulting party hereto and is not corrected within 30 (thirty) days from the date on which such notice thereof is served by the complaining party ; or

(d) notice by a party hereto to terminate this Contract in consequence of a Force Majeure condition occurring and remaining in force for more than six months; or

(e) occurrence of substantial and continuous losses in the MCPL; or

(f) bankruptcy or insolvency of MCPL; or

(g) voluntary or involuntary liquidation of MCPL; or

(h) withdrawal of the Permit by the Myanmar Investment Commission for any reason whatsoever.

15.2 The termination of this Agreement shall be effected after receiving approval from the Myanmar Investment Commission.

Article-16
ARBITRATION

16.1 If any dispute arises between the parties over the interpretation or implementation of this Contract, such dispute shall be settled amicably between both contracting parties through mutual discussion. Disputes arising between both contracting parties that cannot be settled amicably as mentioned above shall be settled in the Union of Myanmar by arbitration, through two arbitrators with one arbitrator each appointed by and each party. Should the arbitrators fail to reach an agreement, the dispute shall be referred to an Umpire nominated by the arbitrators. The arbitration proceeding shall in all respect conform to the Arbitration Act, (Myanmar Act IV of 1944) or any subsisting statutory modifications thereof. The venue of arbitration shall be Yangon, Union of Myanmar. The Arbitration Fees shall be borne by the losing party.

Article-17
RETRANSFER OF LEASED PROPERTIES

17.1 During the period of leased hold of the land and factory buildings, MCPL shall have to undertake normal maintenance and due care and maintenance of all leased buildings and property of the FACTORY located at Pyin Ma Bin, and for the Breeder

Farm and Hatchery Farm located at Ngasutaung. MCPL shall seek prior consent in writing of LFME to construct new buildings or to make changes in structure, extension of buildings at the factory.

17.2 MCPL shall have the right to be in possession and ownership of such movable properties.

17.3 At the end of the lease period the MCPL shall retransfer the land, factory buildings and other buildings to the LFME, without any consideration, within 3 (three) months in good condition, ground damages having been refilled or repaired.

Article - 18
GOVERNING LAW AND JURISDICTION

18.1 This Contract shall be read, construed, interpreted and governed by the existing Laws of the Union of Myanmar and the parties hereby submit to the jurisdiction of the relevant court of Myanmar and all courts competant to hear appeals therefrom.

Article - 19
LAW OF PERFORMANCE

19.1 Both parties shall carry out their obligations arising out of this Contract in accordance with the Laws, Rules, Regulations, Procedures and Directives of the Union of Myanmar.

Article - 20
FORCE MAJEURE

20.1 If either party is temporarily rendered unable, wholly or in part, by Force Majeure to perform his duties or accept performance by the other party under this Contract, it is agreed that the affected party gives notice to the other party within 14 days after the occurrence of the cause relied upon giving particulars in writing of such Force Majeure. The duties of such party, as all effected by such Force Majeure shall with the approval of the other party be suspended during the continuance of the disability so caused, but for no longer period, and such cause shall as far as possible be removed with all reasonable despatch. Neither party shall be responsible for delay caused by Force Majeure.

20.2 The term "Force Majeure" as employed herein shall mean Act of God, Restraint of a Government, Strikes, Lockouts, Industrial Disturbances, War, Blockades, Insurrections,Riots, Epidemics, Civil Disturbances, Explosions, Fires, Floods, Earthquakes, Storms, Lightnings and any other causes similar to the kind herein enumerated which are beyond the control of either party and which by the exercise of due care and diligence either party is unable to overcome.

Article - 26
LANGUAGE

26.1 This Contract is written in English and in three counterparts. One shall be retained by each party and the third one shall be submitted to the relevant authorities for their examination and approval.

26.2 All correspondences related to this Contract shall be in English.

Article-27
NOTICES

27.1 Any notice or other communication required to be given or sent there under shall be in English or Myanmar Language, and be left or sent by prepaid registered post (airmail if overseas) or telex or facsimile transmission or international courier to the party concerned at its address given here under or such other address as the party concerned shall have notified in concurrence with this clause to the other party. The addresses of the parties are as follows;

(a) "LFME"	(1)Name-	LIVESTOCK, FEEDSTUFF AND MILK PRODUCT ENTERPRISE
	(2)Address-	10 Mile, Pyay Road, Mayangone Township, Yangon, Union of Myanmar,
	(3)Telephone No.-	-
	(4)Telex-	-
	(5)Fax-	-
(b) "BLP"	(1)Name-	BANGKOK LIVESTOCK PROCESSING COMPANY LIMITED
	(2)Address-	No. 528/2-11, Sukhumvit 22, Klongton, Klongtoey, Bangkok, Thailand.
	(3)Telephone No.	662 - 259 1893
	(4)Telex-	-
	(5)Fax-	662 - 259 5910

27.2 Any notice required or given by either party to the other shall be deemed to have been delivered when properly acknowledged for receipt by the party. Either party may substitute or change its address in writing thereof to the other.

Article-28
CONFIDENTIALITY

28.1 Each party shall keep confidential and not use (except as permitted by this Contract or any supplementary or other agreement) all proprietary trade access and commercial and technical information developed by the MCPL, or made available to the Company by the other party or a third party with restriction as to disclose or use, except to the extent that such trade secret or information.

(a) are in the public domain or become a part of the public domain, unless the same occurs in consequence of a breach hereof by the party ; or

(b) are lawfully obtained by the party or the company from a third party without breach of confidentiality obligations ; or

(c) are documented as being known to the party to their disclosure by the company or the party or the third party providing the information as the case may be.

Article-29
PROTECTION OF ENVIRONMENT

29.1 **MCPL** shall be responsible for the preservation of the environment at and surrounded area of the project site. **MCPL** shall be able to control pollution of air, water and land, and other environmental degradation. **MCPL** shall take necessary measures in order to fulfill environmental protection such as installation of the waste water treatment plant and other treatment procedures to keep the project site environmental friendly.

Article-30
PERFORMANCE BANK GUARANTEE

30.1 **BLP** shall provide a Performance Bank Guarantee through the Myanmar Investment and Commercial Bank within (30) days after the effective date of this Contract infavour of LFME, for guaranteeing the establishment of the approval of the project as mentioned in Article 2.1(g). The form of Bank Guarantee's detail shall be as contained in Appendix (B) attached hereto.

Article-31
MISCELLANEOUS

31.1 All Appendices attached hereto shall be an integral part of this Contract.

31.2 No party shall transfer to any other one any rights or obligations of this Contract without the prior consent of the other party and such consent shall not unreasonably be withheld.

31.3 This Contract constitutes the entire understanding, of both parties and supersedes all previous agreements, and understandings between the parties on the subject matter hereof.

31.4 The above Contract is subject to the approval of the Myanmar Investment Commission.

IN WITNESS WHEREOF, the undersigned duly authorized for this purpose of this CONTRACT, put their signatures and seals on this CONTRACT on the date first above written,

Signed, Sealed and Delivered
For and on behalf of
LIVESTOCK, FEEDSTUFF AND MILK
PRODUCT ENTERPRISE

____
U Maung Maung Nyunt
Managing Director,
Livestock, Feedstuff and Milk
Product Enterprise
Yangon, Union of Myanmar.

In the Presence of

(1)________________

Name ________________
Designation ____________

Signed, Sealed and Delivered
For and on behalf of
BANGKOK LIVESTOCK
PROCESSING COMPANY LIMITED.

____
Mr. Adirek Sripratak
Authorized representative of
Bangkok Livestock Processing
Company Limited.
Bangkok, Thailand.

In the Presence of

(2) ________________

Name________________
Designation____________

APPENDIX (B)

FORM OF PERFORMANCE BANK GUARANTEE

Livestock, Feedstuff and Milk Product Enterprise,
10 Mile, Pyay Road,,
Mayangone Township,
Yangon, Union of Myanmar.

Dear Sirs,

Subject : Performance Bank Guarantee

This Performance Guarantee shall constitute a guarantee for the performance by MCPL, for the promotion of doing of the business of Feedmill, Breeder Farm, Hatchery Farm, Contract Farming project executed between Livestock, Feedstuff and Milk Product Enterprise (LFME) and Bangkok Livestock Processing Co.,Ltd (BLP) in favour of MYANMAR C.P LIVESTOCK COMPANY LIMITED(MCPL) which incorporated in Myanmar as 100% foreign owned company under the obligations of the parties under the Contract.

As aforesaid of the amount of US$ 70,000 (US Dollar seventy thousand only) and the production activity of MCPL within (30) days after the effective date of the Contract.

In accordance with the aforesaid, we ...., Bank of ...., hereby guarantee to you of the true and faithful performance of the aforesaid terms and conditions by BLP and we irrevocably undertake to pay to you without delay on your first written demand any amount claimed by you to the extent of US$ 10,000 (US Dollar ten thousand only).

This is agreed the sum for Performance Bank Guarantee for the aforesaid terms and conditions against restitution of the Original of this Performance Bank Guarantee accompanied by your written declaration with detailed reasons that of BLP. This failed to execute and perform any of the aforesaid terms and conditions.

Our Guarantee will remain valid irrevocably up to and shall be released by you after the guarantee period of (2) two years from the effective date of this Contract. Our Guarantee becomes null and void and is to be returned to us after the guarantee period. Irrespective of its return however we shall consider ourselves completely discharged from any liability under this guarantee after the expire date.

Truly yours,

.... Bank.

LAND LEASE AGREEMENT

BETWEEN

LIVESTOCK, FEEDSTUFF AND MILK PRODUCT ENTERPRISE

AND

MYANMAR C.P. LIVESTOCK COMPANY LIMITED

Appendix-A

LEASE AGREEMENT

THIS LEASE AGREEMENT is made at Yangon, Union of Myanmar, on the____day of__________, 1996 between LIVESTOCK, FEEDSTUFF AND MILK PRODUCT ENTERPRISE (LFME), Ministry of Livestock Breeding and Fisheries, a State owned organization constituted under the Laws of the Union of Myanmar and having its registered office at 10th Mile, Pyay Road, Mayangone Township, Yangon, Union of Myanmar (hereinafter referred to as "the Lessor" which expression shall, unless repugnant to the context or the meaning thereof, be deemed to include its successors, legal representatives and permitted assigns) represented for the purpose of this Agreement, by its Managing Director, U Maung Maung Nyunt of the one part ,and

MYANMAR C.P. LIVESTOCK COMPANY LIMITED, incorporated under the Myanmar Companies Act as a 100% (one hundred percent) owned foreign Company in the Union of Myanmar and having its office of business at 135, Pyay Road, 8 1/2 th Mile, Mayangone Township, Yongon, Union of Myanmar (hereinafter referred to as " the Lessee " which expression shall, unless repugnant to the context or the meaning thereof, be deemed to include its successors, legal representatives and permitted assigns) by its Chairman, Mr. Adirek Sripratak, a citizen of Thailand of the other part.

Whereas the Lessee, a 100% Foreign owned Private Limited Company established in the Union of Myanmar, is desirous of utilizing, for the purpose of its business operations, that certain plots of land and property thereon generally known as :
Feedmill : Plot no_____of 10 Acres, located at Pyin Ma Bin, Mingalardon Township ;
Breeder Farm : Plot no_____of 50 Acres, located at Ngasutaung , Hlegu Township ;
Hatchery Farm : Plot no_____of 5 Acres, located at Ngasutaung , Hlegu Township , Yangon, Union of Myanmar, more fully described on the site map attached hereto (hereinafter known as " the land "), and the lessee agrees to take on the lease to convert the land by construction and operation of Feedmill, Animal Feed, Breeder Farm, Hatchery Farm and Contract Farming with all the facilities usually found at such land thereon, subject to covenants, terms and conditions setout here after;

WHEREAS the Lessor represents and warrants that it has the legal and beneficial right on the said land.

NOW THIS AGREEMENT WITNESSETH as follows:

ARTICLE -1

DURATION OF LEASE, RENTAL AND PAYMENT TERMS

1.1 In consideration of the rent covenants, conditions and agreements on the part of the Lessee hereinafter contained, the Lessor hereby lease unto the Lessee all that pieces or parcels of land together with all rights, easements, appurtenances thereto, more particularly described in the Appendix attached hereto, (hereinafter referred to as "the demised premises") to hold the same unto the Lessee for a term of initially 15 (fifteen) years, and renewable for another 2 (two) terms of 5 (five) years each, commencing from the effective date of this Agreement.

1.2 The rent shall be payable six months after the said lands have been officially assigned for construction.

1.3 The RENT shall be as follows,
(a) For Feedmill, 10 Acres, at 3.0 US$ per sq.m. per year
(b) For Breeder Farm, 50 Acres, at 0.5 US$ per sq.m. per year
(c) For Hatchery Farm, 5 Acres, at 2.0 US$ per sq.m. per year

1.4 The annual rent shall be reviewed at the expiry of every five years of lease period and the increase or decrease of annual rent shall be not more than 15%(fifteen percent) of the preceeding annual rent. The annual rent shall be paid to LFME on the monthly bassis.

ARTICLE - 2

OBLIGATIONS OF THE LESSEE

2.1 The Lessee hereby, covenants with the Lessor for the following:

(a) To pay the said rent on the days and in the manner hereinbefore appointed for payment thereof and also be responsible for the charges collectable by the respective authorities with respect to its other services;

(b) Not to sub-lease, assign or transfer the leasehold interest hereby created with respect to the demised premises or any part thereof ;However, MCPL shall have the right to assign or transfer this Contract or its interest in the unleased property in the Factory or factory business to any company or individual,its affiliates or otherwise local or foreign,with the prior consent of and on terms agreed by LFME and with approval of the MIC ;

(c) To utilize the leased land for the purpose of constructing thereon and subsequently operating the business of Feedmill, Animal Feed, Breeder Farm, Hatchery Farm and Contract Farming within 24 (Twenty Four) months from the date that the land has been officially assigned for construction ;

(d) To abstain from making any addition or alternation to the demised premises without the prior approval or consent of the lessor ;

(e) To ensure that all activities and operations carried out on the demised premises or any part thereof are in conformity and accordance with the laws of the Union of Myanmar ;

(f) To prevent environmental pollution to the soil, water and air by the fumes and wastes discharged by the factory and the Lessor shall advise and assist the Lessee to prevent such pollution ;

(g) To pay all taxes except land tax as well as assessments of similar nature that now are or may hereinafter during the said term be imposed upon the demised premises or any part thereof.

ARTICLE - 3
OBLIGATIONS OF THE LESSOR

3.1 The Lessee pays the rent hereinbefore giving and performing and observing the covenants, conditions and agreements hereinbefore contained, the Lessor hereby covenants with the Lessee to undertake the following: -

(a) The Lessee may peacefully and quietly hold the demised premises during the term of the Lease without any interruption or disturbance of whatsoever nature by the Lessor or any person lawfully claiming or in trust for the Lessor;

(b) To pay land tax or dues as well as assessments of similar nature that now are or may hereafter during the said term may be imposed upon the demised premises or any part thereof;

ARTICLE - 4
RIGHT TO ENTER FOR INSPECTION

4.1 The Managing Director of LFME and all persons acting under his order shall be at liberty at all reasonable times in the day time during the said term to enter upon the said land or building, after informing the Lessee, that may be erected thereon for the purpose of inspection of the demised premises.

ARTICLE - 5
RENTAL INCREASE

5.1 The rent shall be revised every five years, and the increased rent shall be not more than 15% (fifteen percent)of the previous rent.

ARTICLE - 6
TERM OF LEASE

6.1 The term of the Lease is initially 15 (fifteen) years, and renewable for another 2 (two) terms of 5 (five) years each, with the option of the Lessee for further extension by negotiation of the parties, consent of LFME and with the approval of Myanmar Investment Commission and that term shall be counted from the date of signing of this Agreement.

ARTICLE - 7
DEFAULT

7.1 It is also hereby mutually agreed that if the Lessee shall in any substantial respect fail to perform or observe the terms and conditions of this Lease and fails to rectify such non-performance or non-observance within 30 (thirty)days from the notification in writing from the Lessor of such default, the Lessor shall be at liberty to re-enter upon and take possession of the demised premises or any part thereof and the Lease shall thereupon cease and determine, provided that such right of re-entry shall not prejudice any right of action of the Lessor for the recovery of money due from the Lessee by way of rent or compensation for damages.

ARTICLE - 8
EFFECTIVE DATE

8.1 This lease shall come into force and become effective from the date of signing of this Lease Agreement.

ARTICLE - 9
TERMINATION

9.1 This Lease shall be terminated on the occurance of one of the following events;

(a) agreement in writing by both parties hereto to terminate the Lease and submit the same to the Myanmar Investment Commission for approval in accordance with Clause 14 under Chapter 7 of the Procedures relating to the Union of Myanmar Foreign Investment Law; or

(b) notice by either party hereto to terminate this Lease, if any governmental department or organization should require alteration or modification of any law or of any provision of this Lease which shall materially and adversely affect such party's interest this Lease including expropriation of all or part of its shares or of the subject matter of this Lease; or

(c) notice by the complaining party hereto to terminate this Lease, in case any of terms and conditions mentioned herein is substantially and materially breached by the defaulting party hereto and is not corrected within 30 (thirty) days from the date on which such notice thereof is served by the complaining party ; or

(d) notice by a party hereto to terminate this Lease in consequence of a Force Majeure condition occurring and remaining in force for more than six months; or

(e) occurrence of substantial and continuous losses in the Lessee; or

(f) bankruptcy or insolvency of Lessee; or

(g) voluntary or involuntary liquidation of Lessee; or

(h) withdrawal of the Permit by the Myanmar Investment Commission for any reason whatsoever.

9.2 The termination of this Agreement shall be effected after receiving approval from the Myanmar Investment Commission.

ARTICLE - 10
ARBITRATION

10.1 If any dispute arises over the interpretation or implementation of this Lease Agreement, such dispute shall be settled amicably between both contracting parties through mutual discussion. Disputes arising between both contracting parties that cannot be settled amicably as mentioned above shall be settled in the Union of Myanmar by arbitration, through two arbitrators with one arbitrator or each appointed by and each contracting party. Should the arbitrators failed to reach an agreement, the dispute shall be referred to an Umpire nominated by the arbitrators. The arbitration proceeding shall in all respect conform to the Arbitration Act, (Myanmar Act IV of 1944) or any subsisting statutory modifications thereof. The venue of arbitration shall be Yangon, Union of Myanmar. The arbitration fees shall be born by the losing party.

ARTICLE - 11
GOVERNING LAW AND JURISDICTION

11.1 This Agreement shall be read, construed, interpreted and governed by the Laws of the Union of Myanmar and the parties hereby submit to the jurisdiction of the relevant court of Myanmar and all courts competent to hear appeals therefrom.

ARTICLE - 12
CONDITION PRECEDENT

12.1 This Agreement is conditional upon receipt of all necessary and requisite approval for its performance and implementation of this Agreement from relevant Government Authorities in the Union of Myanmar.

ARTICLE - 13
RENEGOTIATION OF THE CONTRACT

13.1 In the event any situation or condition arises due to circumstances not envisaged in this Agreement and warrants amendments to the Agreement, the parties shall make the necessary negotiations to amend this Agreement.

ARTICLE - 14
WARRANTY AND REPRESENTATION

14.1 Each party represents and warrants to the other party that it is a legal person duly authorized under the relevant laws and has the right, power, sound financial standing and authority to enter into this Lease Agreement.

ARTICLE - 15
LANGUAGE

15.1 This Contract is written in English in three counterparts, one copy shall be retained by each party and the third copy shall be submitted to the relevant authorities for their examination and approval.

ARTICLE - 16
NOTICES

16.1 Any notice or other communication required to be given or sent there under shall be in English Language, and be left or sent by prepaid registered post (airmail if overseas) or telex or facsimile transmission or international courier to the party concerned at its address given hereunder or such other address as the party concerned shall have notified in concurrance with this clause to the other party.

The addresses of the parties are as follows:

(a) **Lessor**	(1)Name-	**Livestock, Feedstuff and Milk Product Enterprise**
	(2)Address-	10th Mile, Pyay Road, Mayangone Township, Yangon, Union of Myanmar.
	(3)Phone No-.	-
	(4)Telex-	-
	(5)Fax-	-

(a) **Lessee**	(1)Name-	**Myanmar C.P. Livestock Company Limited**
	(2)Address-	135 Pyay Road, 8 1/2 th Mile, Mayangone Township, Yangon, Union of Myanmar.
	(3)Phone No-.	660546
	(4)Telex-	-
	(5)Fax-	660546

16.2 Any notice required or given by either party to the other shall be deemed to have been delivered when properly acknowledged for receipt by the party. Either party may substitute or change its address in writing thereof to the other.

ARTICLE - 17
MAP OF LAND

17.1 The maps of the land under this Lease Agreement and the layout is attached in Appendix and shall form an integral part of this Lease Agreement.

ARTICLE - 18
MINES AND QUARRIES

18.1 All mines and mineral products, buried treasure, coal, petroleum oil and quarries whatsoever in under or within the said land shall be the property of the Lessor and the Lessor shall be at liberty to excavate the aforesaid at any time according to the Laws and Regulations of the Union of Myanmar.

ARTICLE - 19
INCONSISTENCY OF PROVISIONS

19.1 This Lease shall form an integral part of the Contract. When the provisions of the Contract and the Lease Agreement are in conflict or inconsistent with the provision of Memorandum of Association and Articles of Association, the provisions of the Contract shall prevail.

In WITNESS whereof the parties hereto have set their hands and affixed their seals on the day, the month and the year first above written.

Signed, sealed and delivered
For and on behalf of,
Livestock, Feedstuff and Milk Product Enterprise

Signature : ____________________
Name : ____________________
Designation : ____________________

Signed, sealed and delivered
For and on behalf of, Lessee,
Myanmar C.P. Livestock Company Limited

Signature : ____________________
Name : ____________________
Designation: ____________________

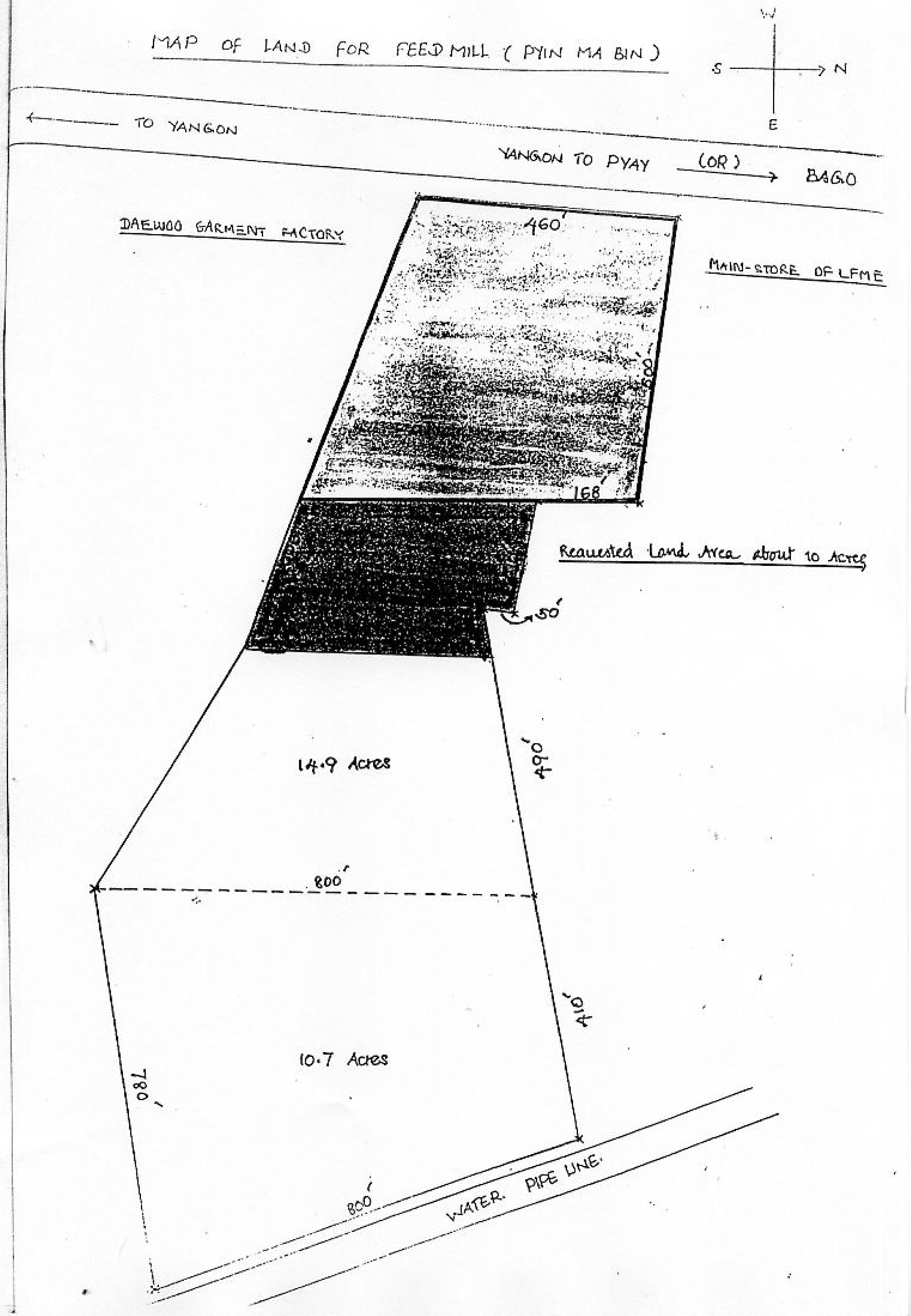
In the presence of

(1)
Signature : ____________________
Name : ____________________
Designation : ____________________

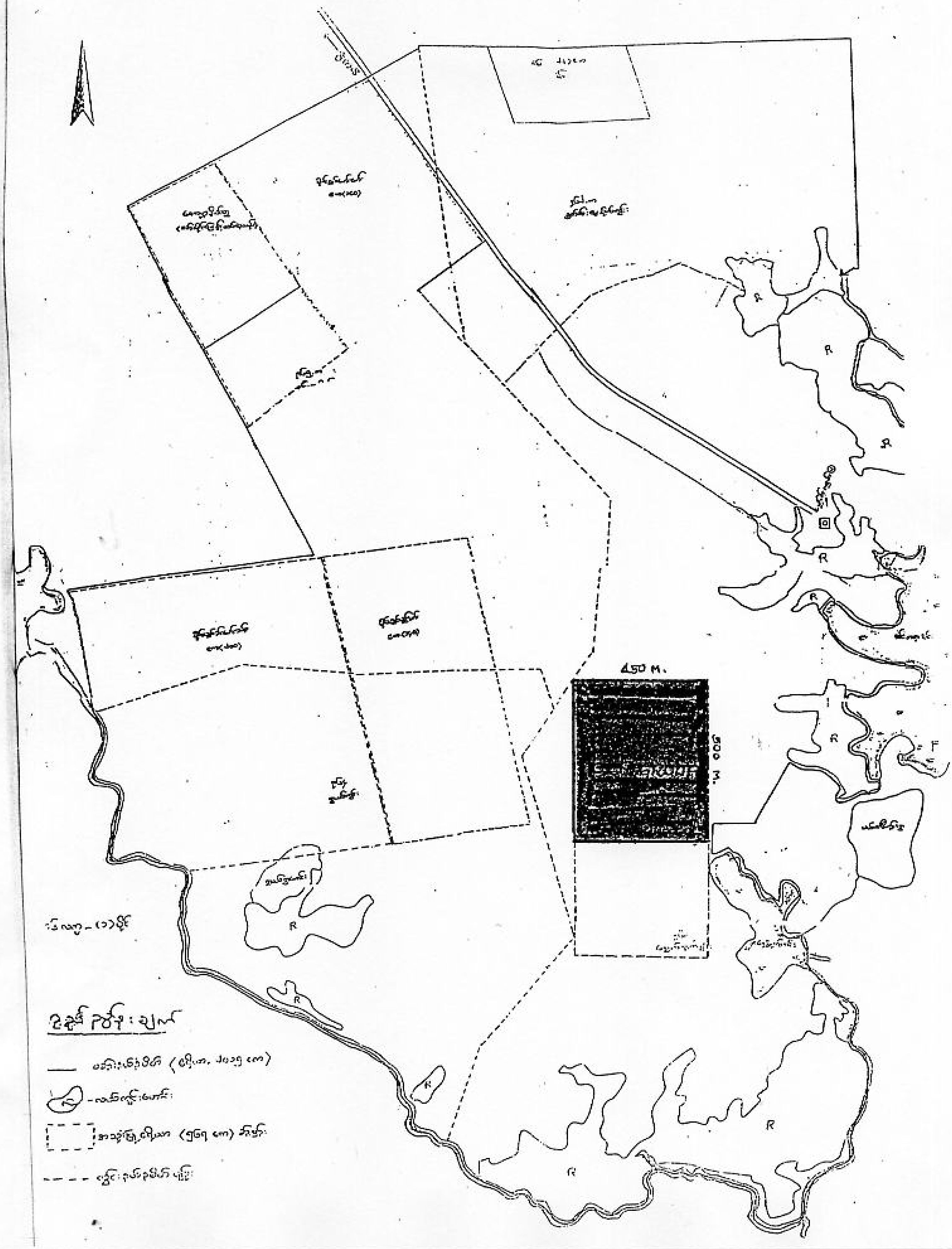
In the presence of

(2)
Signature : ____________________
Name : ____________________
Designation: ____________________

MAP OF LAND FOR FEED MILL (PYIN MA BIN)



NGASUTAUNG FARM



บมจ.ธนาคารกสิกรไทย
Thai Farmers Bank
Public Company Limited

February 9, 1996

TO WHOM IT MAY CONCERN

We are pleased to inform that Bangkok Livestock Processing Company Limited has been a good client. The Company has maintained an active and well conducted account with our bank for a long time. Relationship is normal and correct, nothing unfavorable.

We understand from Bangkok Livestock Processing Company Limited that the Company intends to invest in a business venture in Myanmar. We believe that the Company is good for its normal business engagements.

Sincerely yours,
THAI FARMERS BANK
PUBLIC COMPANY LIMITED

Buranee Arunpairojana

(Buranee Arunpairojana)
First Senior Vice President

ทะเบียนเลขที่ บมจ.105 400 ถนนพหลโยธิน กรุงเทพฯ 10400 ตู้ปณ. 1366 ศปภท. 10000 โทร. 273-1199, 270-1122 โทรเลขย่อ "ฟาร์เมอร์ กรุงเทพ" เทเล็กซ์ "72083-6, 81159, 82542" โทรสาร 270-1144-5
REGISTRATION NO. PCL 105 400 PHAHON YOTHIN AVENUE, BANGKOK 10400, THAILAND. P.O.BOX: 1366 BMC 10000 TEL 273-1199, 270-1122, CABLE ADDRESS: "FARMERS BANGKOK" TELEX "72083-6, 81159, 82542" FAX. 270-1144-5

NITTAYA & ASSOCIATES
126/7 DINDANG HUAYKHWANG
BANGKOK 10400

****

THE SHAREHOLDERS,
BANGKOK LIVESTOCK PROCESSING CO.,LTD.
BANGKOK, THAILAND

We have examined the balance sheet of Bangkok Livestock Processing Company Limited as at December 31, 1994 and the related statement of income and retained earnings for the year then ended. Our examinations were made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In our opinion, the financial statements referred to above present fairly the financial position of Bangkok Livestock Processing Company Limited at December 31,1994 and the results of its operations for the year then ended, in conformity with generally accepted accounting principles applied on a basis consistent with that of the preceding year.

Nittaya Lamjiaktase

Ms. Nittaya Lamjiaktase
C.P.A. (THAILAND)
Registration No. 1035

April 18, 1995

[illegible] LIVESTOCK PROCESSING CO.,LTD.

BALANC SHEET

DECEMBEF 1, 1994

ASSETS

	In Baht
CURRENT ASSETS	
Cash in hand and at banks	8,310,275.65
Accounts and notes receivable-trade and others (net of allowance for doubtful accounts of Baht 11,168,100.18)	315,552,148.27
Loans to related companies (Note 2)	39,000,000.00
Inventories (Note 1,3)	194,642,018.07
Other current assets	13,001,695.58
Total Current Assets	570,506,137.57
LONG TERM INVESTMENTS	
Related companies (Note 1,2)	47,096,735.86
Other (Note 1)	107,555,930.00
PROPERTY, PLANT AND EQUIPMENT - NET (Note 1,4)	871,137,767.63
OTHER ASSETS	9,678,767.31
TOTAL ASSETS	1,605,975,338.37

See accompanying Notes to Financial Statements

Sign.______________________________Director

LIABILITIES AND SHAREHOLDERS' EQUITY

	In Baht
CURRENT LIABILITIES	
Bank overdrafts and loans from banks (Note 5)	266,988,365.64
Accounts payable - trade and others	242,645,968.53
Notes payable (Note 6)	10,000,000.00
Current portion of long-term loans (Note 7)	94,800,000.00
Expense payble	17,009,834.43
Other current liabilities	9,916,976.99
Total Current liabilities	641,361,145.59
LONG-TERM LOAN (Note 7)	292,750,000.00
Total Liabilities	934,111,145.59
SHAREHOLDERS' EQUITY	
Share capital - common shares ; Baht 100 par value Authorized and fully paid-up share capital 3,333,000 shares (Note 9)	333,300,000.00
Paid in capital in excess of revaluation of assets (Note 4,8)	215,005,573.94
Retained earnings	123,558,618.84
Total Shareholders' Equity	671,864,192.78
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	1,605,975,338.37

This Balance Sheet Certified by Shareholders' Meeting.

Nittaya

Sign______________________________Director

NITTAYA & ASSOCIATES

BANGKOK LIVESTOCK PROCESSING CO.,LTD.
STATEMENTS OF INCOME AND RETAINED EARNINGS
FOR THE YEAR ENDED DECEMBER 31, 1994

	In Baht
REVENUES	
Net Sales	4,187,852,761.31
Other income	18,059,944.18
Total Revenues	4,205,912,705.49
COSTS AND EXPENSES	
Cost of goods sold	3,906,557,273.84
Selling and administrative expenses	111,701,703.05
Interest expense	101,573,268.43
Income tax	26,259,314.27
Total Costs and Expenses	4,146,091,559.59
NET INCOME	59,821,145.90
Retained earnings beginning of year	63,737,472.94
RETAINED EARNINGS END OF YEAR	123,558,618.84
Earnings per Share (Note 1)	56.60

Nittaya

See accompanying Notes to Financial Statements

Sign________________________________Director

Sign________________________________Director

NITTAYA & ASSOCIATES

BANGKOK LIVESTOCK PROCESSING CO.,LTD.
NOTE TO FINANCIAL STATEMENT
DECEMBER 31, 1994

1. SIGNIFICANT ACCOUNTING POLICIES

INVENTORIES

Finished goods, animal feeds, raw material and supplies are valued principally at the average cost or market whichever is lower.

Work in process is valued at cost.

INVESTMENTS

Investments in other securities of related companies which are held for long-term purposes are valued at cost.

Investments in other listed securities companies are stated at cost.

DEPRECIATION

The Company depreciates its property, plant and equipment by straight-line method over the estimated useful lives of the assets ranging from 5 to 20 years.

EARNINGS PER SHARE

Earnings per share is determined by dividing the net income by the weighted average number of shares outstanding during the year.

2. TRANSACTIONS WITH RELATED COMPANIES

A portion of revenues, purchase and expenses arose from transactions with certain related companies. As at December 31, 1992 the outstanding trade and other balances are shown separately in the balance sheet. The company had short-term and long-term investment in certain related companies are value at cost.

Loans to related company bears interest at the rate ranging from 11.00% to 12.25% p.a. were shown separately in the balance sheet.

SERVICE AGREEMENT

The Company was provided by a related company for technical assistance in production and agreed to pay a service fee as stipulate in the agreement. The said service fee amounted to approximately Baht 11.52 million.

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3. INVENTORIES

This account consisted of :

	In Baht
Finished goods	31,247,596.45
Raw materials	65,839,626.59
Work in process	96,017,482.65
Material supply	1,537,312.38
Total	194,642,018.07

4. PROPERTY, PLANT AND EQUIPMENT

A summary of this account follows :

	In Baht
At Cost	
Land and land improvements	384,094,300.73
Building and building improvements	439,323,268.37
Machinery and equipment	436,345,433.71
Tools	23,620,982.72
Furniture, fixtures and equipment	37,028,745.01
Transportation equipment	50,686,182.88
Electric power & water treatment system	78,673,644.67
	1,449,772,558.09
Less Accumulated depreciation	(589,960,530.74)
	859,812,027.35
Add Machinery under installation and construction in progress	11,325,740.28
Property, Plant and Equipment - Net	871,137,767.63

In 1992, The Company appraised the land by increasing the original cost of Baht 113,055,701.06 to the appraisal value of government estimation Baht 328,061,275.00 and show the balance of paid in capital in excess of revaluation of assets in the section of Share capital.

Nittaya

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5. BANK OVERDRAFTS AND LOANS FROM BANKS

This account consisted of :

	In Baht
Bank overdrafts	76,708,365.64
Promissory notes	140,000,000.00
Promissory notes (US$ 2,000,000 are translate into baht at the prevailing bank rates as of balance sheet date with interest at the rate 0.00% per annum)	50,280,000.00
Total	266,988,365.64

The company has overdraft lines from several local banks totalling Baht 132 million bear interest at the rates ranging from 10.00% to 12.50% a year.

The company has promissory notes from several local bank bears interest at the rate ranging from 6.125% to 11.75% a year.

The above liabilities are guaranteed by certain related companies.

6. NOTES PAYABLE

This account represented short-term note payable to a local finance and security company. The notes bear interest at the rate 11.25% per annum.

7. LONG-TERM LOANS

This account consisted of :

	In Baht
Long term loans	387,550,000.00
Less portion due within one year	(94,800,000.00)
Long-Term Loans - Net	292,750,000.00

The company had loan from several certain local banks totalling Baht 387.55 million with interest at the rate ranging from 10.00% to 12.00% per annum.

The loan amounted Baht 231.75 million shall be repaid in quarterly installments at minimum Baht 9.75 million for the said period of payment 1 to 8, and the others period from 9 to 20 shall be repayable at minimum Baht 18.50 million. The interest of loan shall be paid starting in March 1993

Nittaya

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The loan amounted Baht 150.00 million shall be repaid in quarterly installments at minimum Baht 12.50 million. The interest of loan shall be paid starting in January 1993.

The loan amounted Baht 5.80 million shall be repaid together with interest in monthly installment commencing from December 1991, at minimum Baht 480,000.00 .

The above Loans are guaranteed by certain related companies.

8. PAID IN CAPITAL IN EXCESS OF REVALUATION OF ASSETS

In 1992, The company shew the land valuation cost of government estimation at the balance sheet date that can be matched with the confirmation letter of The Province land office during June'8 1992 to January'12 1993 for 24 letters.

Paid in capital in excess of revaluation of assets were shown separately in section of share capital.

9. INCREASE IN CAPITAL.

At the extraordinary shareholders' meeting held on June 2, 1994 and June 20,1994, the shareholders approved the increase in authorized share capital from Baht 55 million to Baht 110 million by a future issue of 550,000 new common shares with Baht 100.00 par value which its fully paid up shares.

At the extraordinary shareholders' meeting held on November 21, 1995 and December 7, 1995, the shareholders approved to increase additioned authorized share capital from Baht 110 million to Baht 333.3 million by a futher issue of 2,233,000 new common shares with Baht 100.00 par value which its fully paid up shares.

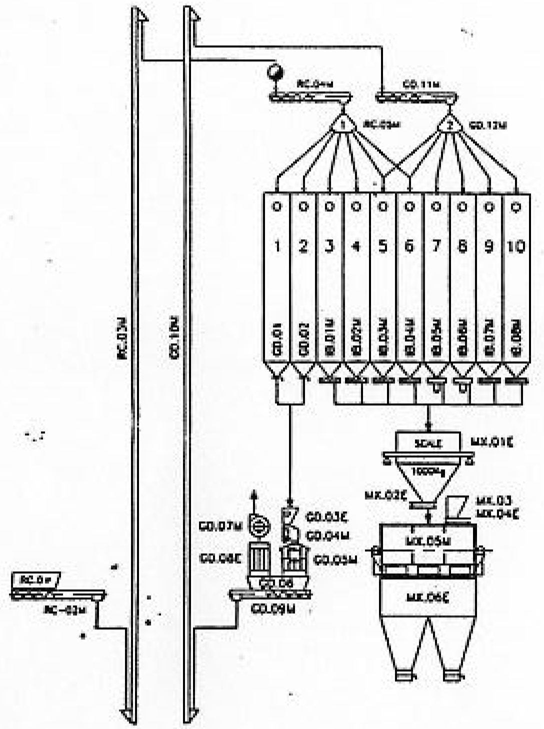
10. RENT AGREEMENTS

The company entered into certain long-term lease-agreement with a related company covering office premises. The lease right expired in the year 2006, which amortized at Baht 116,928.00 per annum.

Other lease-agreement covering poultry house for a period of 2 years ending Nov 30 ,1996. The annual rental amounted Baht 50,000.00.

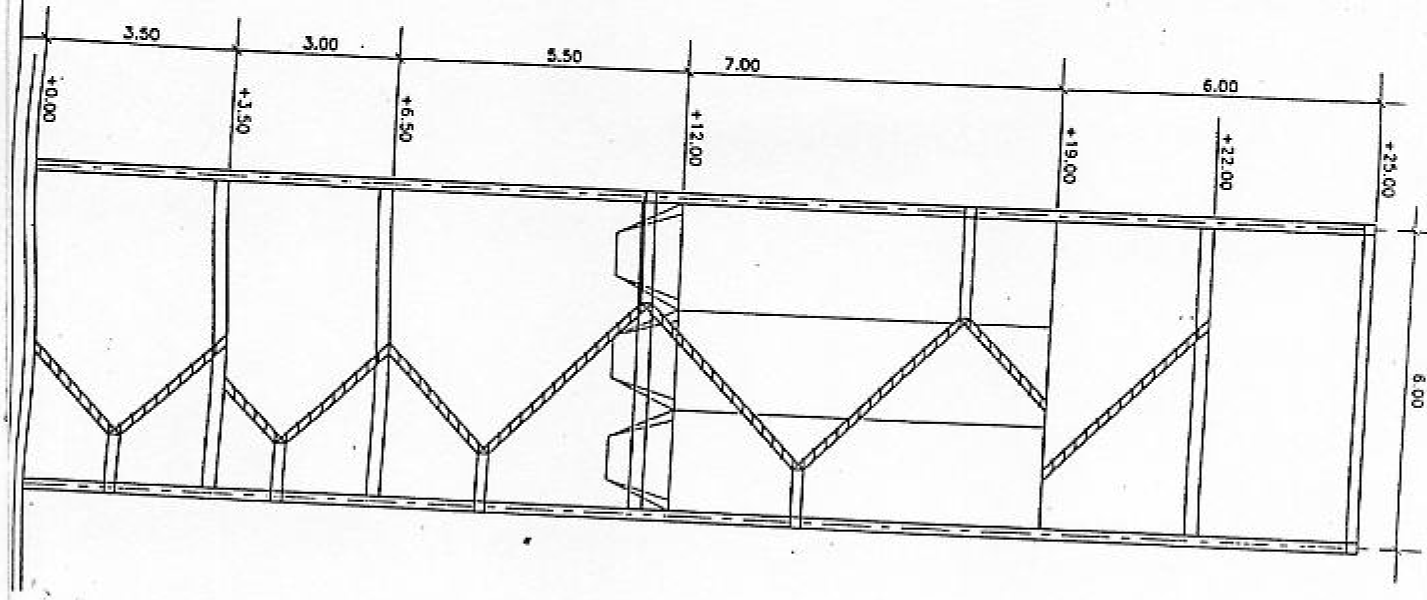
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NITTAYA & ASSOCIATES

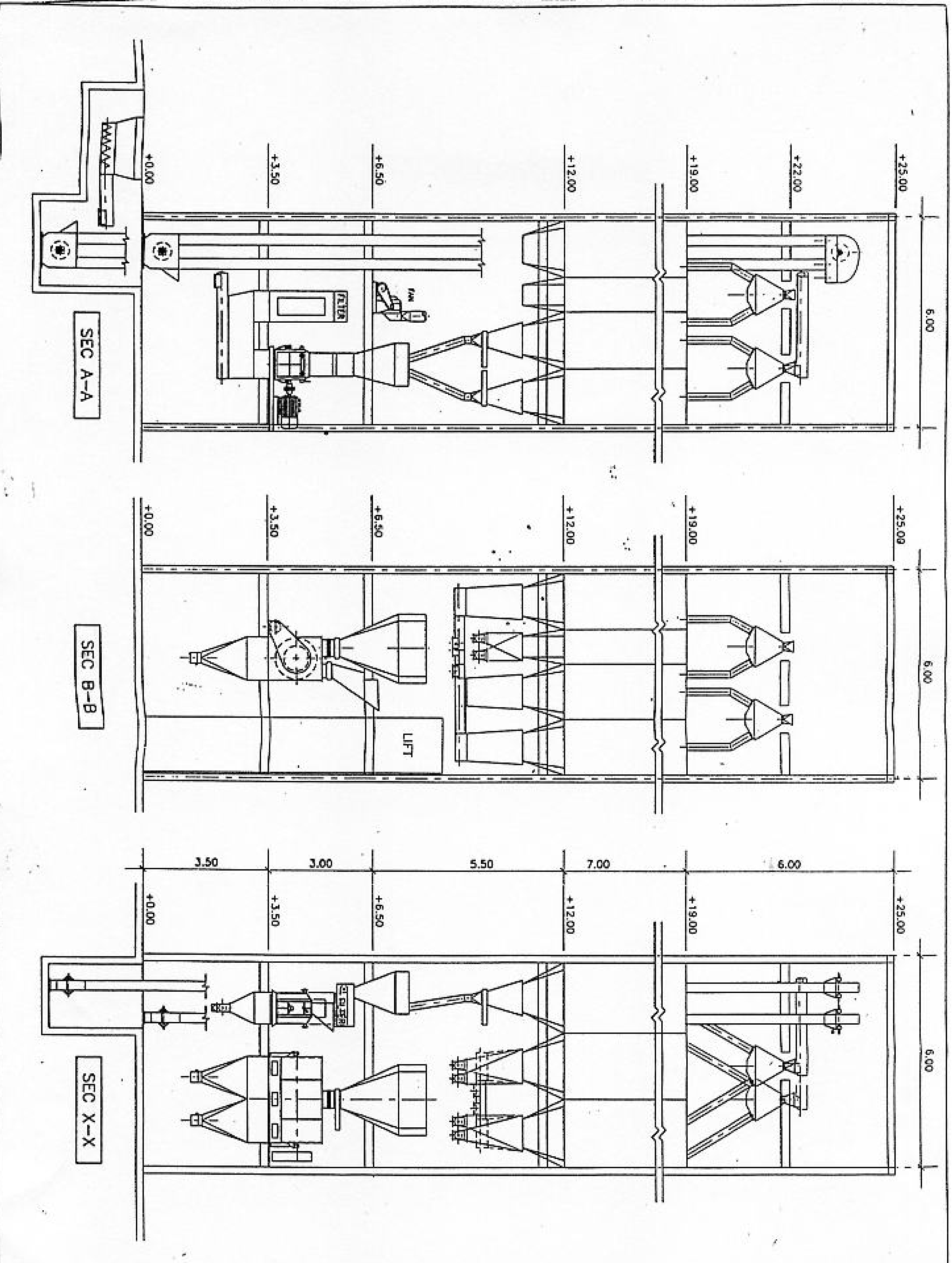


CODE	MACHINERY	HP	RPM	RATIO	SUPPLIER	EST. COST
RC-01	HOPPER INTAKE	-	-	-		
RC-02.M	SCREW DISC. ø 250mm. L=3.00 M.	-	-	-		
RC-03.M	BUCKET ELEVATOR 500/230 H=24.00 M.	-	-	-		
RC-04.M	SCREW CONV. ø 200mm. L=2.80 M.	-	-	-		
RC-05	SPOUT MAGNET	-	-	-		
RC-06.M	TURNHEAD 6-OUTLET ø 200mm.	0.5	5	-		
CD-01	SLIDE GATE 400mm. BIN-1 (HAND OPERATED)	-	-	-		
CD-02	SLIDE GATE 400mm. BIN-2 (HAND OPERATED)	-	-	-		
CD-03.E	HOPPER ABOVE HAMMER MILL W/ LEVEL SW.	-	-	-		
CD-04.M	ROTARY FEEDER	1.-	VS.	-		
CD-05.M	HAMMER MILL FEC.10	150.-	3000	DIR.		
CD-06	HOPPER UNDER HAMMER MILL	-	-	-		
CD-07.M	FAN	5.5	1500	-		
CD-08.E	AIR SHOCK FILTER	200W.	-	-		
CD-09.M	SCREW CONV. ø 200mm. L=3.00 M.	3.-	200	1:1		
CD-10.M	BUCKET ELEVATOR 500/230 H=24.00 M.	-	-	-		
CD-11.M	SCREW CONV. ø 200mm. L=2.00 M.	3.-	200	1:1		
CD-12.M	TURNHEAD 6-OUTLET ø 200mm.	0.5	180	1:1		
IB-01.M	SCREW DISC. ø 200mm. BIN-3 L=2.80 M.	3.-	180	1:1		
IB-02.M	SCREW DISC. ø 200mm. BIN-4 L=2.80 M.	3.-	180	1:1		
IB-03.M	SCREW DISC. ø 200mm. BIN-5 L=1.80 M.	3.-	180	1:1		
IB-04.M	SCREW DISC. ø 200mm. BIN-6 L=1.80 M.	3.-	180	1:1		
IB-05.M	SCREW DISC. ø 200mm. BIN-7 L=1.80 M.	3.-	180	1:1		
IB-06.M	SCREW DISC. ø 200mm. BIN-8 L=1.80 M.	3.-	180	1:1		
IB-07.M	SCREW DISC. ø 200mm. BIN-9 L=1.80 M.	3.-	180	1:1		
IB-08.M	SCREW DISC. ø 200mm. BIN-10 L=1.80 M.	3.-	180	1:1		
MX-01.E	HOPPER SCALE 1000Kg. W/ LOAD CELL	-	-	-		
MX-02.E	SLIDE GATE 500mm. (PNEUMATIC OPERATED)	-	-	-		
MX-03	HOPPER HAND ADD	-	-	-		
MX-04.E	SLIDE GATE 400mm. (PNEUMATIC OPERATED)	-	-	-		
MX-05.M	HORIZONTAL MIXER 1000Kg.	-	-	-		
MX-06.E	HOPPER UNDER MIXER W/ 1-LEVEL SW.	-	-	-		
BG-01	GROSS WEIGHER (BAGGING)	-	-	-		
BG-02	GROSS WEIGHER (BAGGING)	-	-	-		
BG-03	SEWING M/C	-	-	-		
BG-04	SEWING M/C	-	-	-		
	AIR COMPRESSOR	10.-	-	-		
	LIQUID SYSTEM 2-LINE					
	CIVIL WORKS	-	-	-		
	STEEL STRUCTURE	-	-	-		
	BIN BLOCK	-	-	-		
	LIFT (FOR PRE-MIX)	-	-	-		
	ELECTRICAL	-	-	-		
	GRAND TOTAL (MASH ONLY)					
	(EXCL. WAREHOUSE, SILOS, AND OTHER BUILDINGS)					

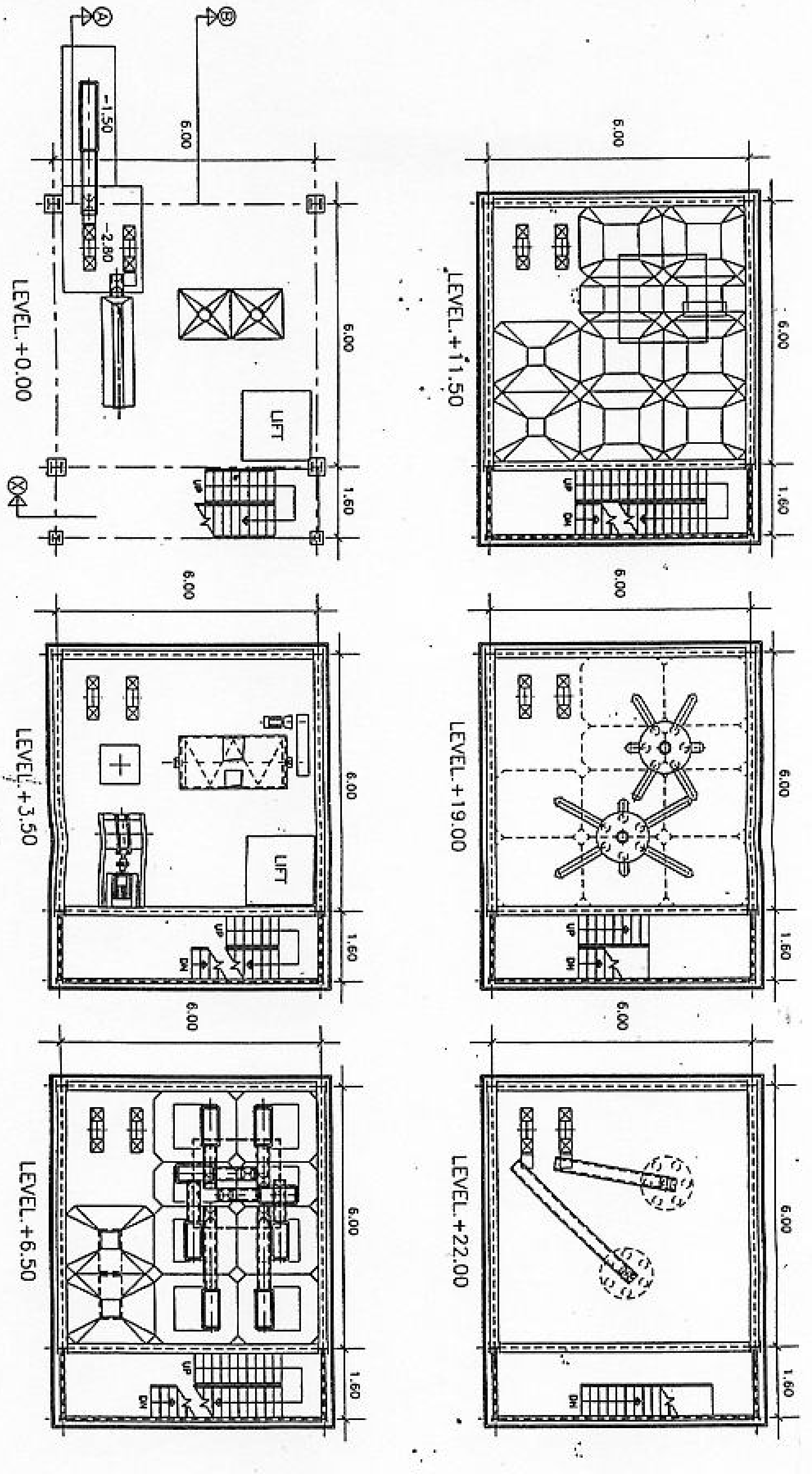
OWNER	FEEDMILL 12 T/H -	NAME	FLOW CHART FEEDMILL 12 T/H		
	CP. GROUP OF COMPANEIS BANGKOK, THAILAND. TEL. 2114661-79	DRAWN	SUPAT	21/10/95	SCALE NONE
		DESIGN	SUPAT	21/10/95	DWG.NO. M-01 / SHEET OF
		APPROVED			



OWNER FEEDMILL 12 T/H -		NAME MECHANICAL SECTION FEEDMILL 12 T/H			
CP. GROUP OF COMPANEIS BANGKOK, THAILAND. TEL. 2114661-79	DRAWN	SUPAT	21/10/95	SCALE	1 : 100
	DESIGN	SUPAT	21/10/95	DWG.NO. M-04	SHEET
	APPROVED				OF



OWNER	FEEDMILL 12 T/H -	NAME	MECHANICAL SECTION FEEDMILL 12 T/H		
	CP. GROUP OF COMPANEIS	DRAWN	SUPAT	21/10/95	SCALE 1 : 100
		DESIGN	SUPAT	21/10/95	DWG.NO. / SHEET



OWNER	FEEDMILL 12 T/H -	NAME	MECHANICAL PLAN FEEDMILL 12 T/H		
CP. GROUP OF COMPANEIS BANGKOK, THAILAND. TEL. 2114661-79		DRAWN	SUPAT	21/10/95	SCALE 1 : 100
		DESIGN	SUPAT	21/10/95	DWG.NO. M-02 / SHEET
		APPROVED			OF